

**PUBLIC NOTICE**  
**TOWN OF HICKORY CREEK**  
**REGULAR MEETING OF THE TOWN COUNCIL**  
**1075 RONALD REAGAN AVENUE**  
**June 20, 2017; 6:30 P.M.**

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold their regular meeting on June 20, 2017; at 6:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. "NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)". The agenda follows:

**Regular Session:**

**A. Call to Order**

**Roll Call**

**Pledge of Allegiance to the U.S. and Texas Flags**

**Invocation**

**Presentation of Awards**

**Items of Community Interest:** Pursuant to Texas Government Code Section 551.0415 the town council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

**Public Comment:** This item allows the public an opportunity to address the council. To comply with the provisions of the Open Meetings Act, the town council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the town council. Comments will be limited to three minutes.

**Business:**

**B. Public Hearing:**

1. Public Hearing: To hear public opinion regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the town limits of Hickory Creek.

**C. Consent Agenda Items:**

1. May 2017 Council Meeting Minutes

2. May 2017 Financial Statements
3. Consider and act on the 2017 Interlocal Cooperation Agreement for Ad Valorem Tax Collection between the Town of Hickory Creek and Denton County.
4. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Public Improvements).
5. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Roadway Maintenance).
6. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Safety Services).
7. Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 2 (Public Improvements).
8. Consider and act on a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas Municipalities ("ATM") under the rate review mechanism.

**D. Regular Agenda Items:**

1. Presentation from Simple Recycling regarding a Curbside Clothing and Home Goods Recycling Program.
2. Consider and act on proposals submitted for Landscape Design and Installation RFP# 2017-01.
3. Consider and act on a site and landscape plan for Whataburger Restaurant located at 4250 FM 2181.
4. Consider and act on an Off-Site Facilities Agreement between and among the Lake Cities Municipal Utility Authority, Town of Hickory Creek, Westwood Residential Land Company and Teddy Brown, Ronald E. Brown, Ren E. Brown, Sherry Headrick, Keith Russell Brown and Ginger Leigh Murchinson.
5. Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1700 Turbeville Road, Hickory Creek, Texas.
6. Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the Town of Hickory Creek.
7. Consider and act regarding an ordinance of the Town of Hickory Creek, Texas amending the Code of Ordinances, Chapter 1: General Provisions; Article 1.10 Parks and Recreation.
8. Consider and act on an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Appendices: Appendix A: Fee Schedule; Article A2.00: Business Related Fees by adding a new Section A2.500.

9. Consider and act on an agreement between the Town of Hickory Creek and Flying and Floating Toys for use of Point Vista Park property.
10. Discussion regarding current road and sidewalk projects.

**E. Executive Session:** The Town Council will convene into executive session pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

1. Contract negotiations with the Town of Shady Shores for police services.

**F. Reconvene into Open Session:**

1. Discussion and possible action regarding matters discussed in executive session.

**G. Adjournment:**



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

Pledge of Allegiance to the U.S. and Texas Flags



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

Invocation



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

Presentation of Awards

The following awards will be presented:

John Woodrum and Lynn Yeargain will be presented a plaque of appreciation for their service on the Board of Adjustments.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

Items of Community Interest: Pursuant to Texas Government Code Section 551.0415 the town council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.7

Public Comment: This item allows the public an opportunity to address the council. To comply with the provisions of the Open Meetings Act, the town council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the town council. Comments will be limited to three minutes.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

Public Hearing: To hear public opinion regarding an ordinance of the Town of Hickory Creek, Texas, continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the town limits of Hickory Creek.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

May 2017 Council Meeting Minutes

**STATE OF TEXAS  
COUNTY OF DENTON  
TOWN OF HICKORY CREEK**

The town council of the Town of Hickory Creek, Texas convened in a regular session on May 16, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Lynn Clark, Mayor  
Tracee Elrod, Councilmember Place 1  
Richard DuPree, Councilmember Place 2  
Chris Gordon, Councilmember Place 3  
Paul Kenney, Mayor Pro Tem, arrived at 8:15 p.m.  
Ian Theodore, Councilmember Place 5

Also in attendance were:

John M. Smith, Jr., Town Administrator  
Kristi K. Rogers, Town Secretary  
Carey Dunn, Chief of Police  
Dorwin Sargent, Town Attorney

Mayor Clark called the meeting to order at 6:31 p.m.

Mayor Clark led the Pledge of Allegiance to the U.S. and Texas Flags.

Councilmember Theodore gave the invocation.

**Items of Community Interest**

The 16<sup>th</sup> Annual Lake Cities Education Foundation Memorial Golf Tournament will be held on Monday, June 5, 2017 at Oakmont Country Club.

National Police Week is Monday, May 15, 2017 through Sunday, May 21, 2017.

The 5<sup>th</sup> Annual Texas Oklahoma Patriot Shootout (T.O.P.S.) Fishing Competition was held on April 28<sup>th</sup> and 29<sup>th</sup>.

**Public Comment**

There were no speakers for public comment.

**Item B - Public Hearing**

**B (1) Public Hearing: To hear public opinion regarding a request for a minor plat of Lots 1 and 2, Block A of the Farrington Addition, being 7.26 acres out of the J. Ramsey Survey, Abstract No. 1075 in the Town of Hickory Creek, Denton County, Texas. The property is located in the 130 block of South Hook Street.**

Mayor Clark called the public hearing to order at 6:35 p.m. With no one wishing to speak, the public hearing was closed at 6:35 p.m.

**Item C – Consent Agenda Items**

1. April 2017 Council Meeting Minutes
2. April 2017 Financial Statements

**Motion:** made by Councilmember Gordon to approve consent agenda Items C1 and C2 as presented. Motion seconded by Councilmember DuPree.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**Item D – Regular Agenda Items**

**D (1) - Presentation of Certificates of Election and Administration of Oaths of Office to candidates declared elected.**

Mayor Lynn Clark presented Certificates of Election and administered Oaths of Office to Councilmember Tracee Elrod, Councilmember Chris Gordon and Councilmember Ian Theodore.

**D (2) - Ceremonial Oath of Office and Presentation of Badge to Sergeant Craig Hubbert.**

Chief Carey Dunn administered the Oath of Office to Sergeant Craig Hubbert.

**D (3) - Consider and act on a Master Thoroughfare Plan Update prepared by Halff Associates, Inc.**

**Motion:** made by Councilmember Theodore to approve the Master Thoroughfare Plan Update prepared by Halff Associates. Motion seconded by Councilmember Elrod.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (4) - Consider and act on a minor plat of Lots 1 and 2, Block A, Farrington Addition, being 7.26 acres out of the J. Ramsey Survey, Abstract No. 1075, in the Town of Hickory Creek, Denton County, Texas. The properties are located in the 100 block of South Hook Street.**

**Motion:** made by Councilmember Gordon to approve a minor plat of Lots 1 and 2, Block A, Farrington Addition as presented. Motion seconded by Councilmember Theodore.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (5) - Consider and act on a site and landscape plan for McDonalds located at 8300 S. Stemmons Freeway.**

**Motion:** made by Councilmember Elrod to approve the site and landscape plan for McDonalds located at 8300 S. Stemmons Freeway. Motion seconded by Councilmember DuPree.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (6) - Consider and act on an amended plat for Steeplechase South Addition, Phase I, a 112.40 acre tract situated in the M.E.P. & P.R.R. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.**

**Motion:** made by Councilmember Elrod to approve an amended plat for Steeplechase South Addition, Phase 1 as presented. Motion seconded by Councilmember Gordon.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (7) - Consider and act on renewing the contract with Waste Management for Solid Waste Disposal and Recycling Services or authorizing the town administrator to proceed with request for proposals.**

T.J. Gilmore, Waste Management, stated the current contract between the Town of Hickory Creek and Waste Management expires September 2017. Mr. Gilmore presented an overview of services Waste Management currently provides and additional services available to residents if the contracts is renewed.

**Motion:** made by Councilmember Theodore to authorize the town administrator to negotiate the contract renewal with Waste Management as presented tonight with additional consideration for the following; a minimum of one solar powered trash compactor for the parks, a minimum of \$3,000 yearly for special events and utilization of the government CPI for yearly rate increases.

Motion seconded by Councilmember Gordon.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (8) - Consider and act on permit application from Walmart, 1035 Hickory Creek Blvd., Hickory Creek, Texas 75065, for temporary storage containers for the purpose of remodeling and related fees.**

**Motion:** made by Councilmember Gordon to approve the permit application from Walmart for twenty temporary storage containers for three months with a fee of \$3,000. Motion seconded by Councilmember Theodore.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (9) - Consider and act on a resolution nominating one candidate to a slate of nominees for the board of managers of the Denco Area 9-1-1 District.**

**Motion:** made by Councilmember DuPree to approve a resolution nominating Sue Tejml for the board of managers of the Denco 9-1-1 District. Motion seconded by Councilmember Elrod.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (10) - Consider and act on an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System with Denton County, Texas.**

**Motion:** made by Councilmember Elrod to approve an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System with Denton County, Texas in an amount not to exceed \$27,950. Motion seconded by Councilmember Theodore.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenny and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (11) - Consider and act on appointments to the Code of Ethics Board.**

Tracee Elrod would like to reappoint Kim Krill; Chris Gordon would like to appoint James Schultz and Ian Theodore would like to reappoint Rick Carruth.

**Motion:** made by Councilmember Gordon to approve the reappointments and appointments as presented. Motion seconded by Councilmember Kenney.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (12) - Consider and act on appointments to the Parks and Recreation Board.**

**Motion:** made by Councilmember Theodore to reappoint Susan Irwin to Place 1, Sharon Stewart to Place 3, Melissa Hentschel to Place 5 and Lisa Rowell to Place 7. Motion seconded by Councilmember Kenney.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (13) - Consider and act on appointments to the Planning and Zoning Commission.**

**Motion:** made by Councilmember Kenney to reappoint Mike Thames to Place 1, Jaycee Holston to Place 3, Don Rowell to Place 5 and Glenn Williams to Place 7. Motion seconded by Councilmember Elrod.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**D (14) - Consider and act on appointment of Mayor Pro Tem.**

**Motion:** made by Councilmember Elrod to appoint Councilmember Paul Kenney as Mayor Pro Tem. Motion seconded by Councilmember DuPree.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, and Councilmember Theodore.

**Nays:** None

**Abstained:** Councilmember Kenney.

**MOTION PASSED**

**D (15) - Appointments of council liaisons for the various boards.**

Mayor Clark appointed the following liaisons for the various boards: Tracee Elrod - EDC, Richard DuPree - Police and Animal Shelter Advisory Committee, Chris Gordon – Parks and Recreation, Paul Kenney- Planning and Zoning Commission, Ian Theodore – Board of Adjustments.

**D (16) - Discussion regarding current road and sidewalk projects.**

John Smith, town administrator, provided an overview to council regarding current road and sidewalk projects.

**D (17) - Consider and act on a realignment of the extension of Point Vista Road.**

**Motion:** made by Councilmember Gordon to instruct the town administrator to move forward with realignment as exhibited by the town thoroughfare plan. Motion seconded by Councilmember Elrod.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**Item E - Executive Session: The Town Council convened into executive session at 9:18 p.m. pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation and Section 551.072, Deliberation regarding real property to deliberate the purchase, exchanges, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party.**

1. Discussion related to the possible acquisition of an easement for the construction of the extension of Point Vista Road from Ronald Reagan Avenue to Parkridge Road.

**Item F - Reconvene into Open Session: The Town Council reconvened into open session at 10:06 p.m.**

**Motion:** made by Councilmember Gordon to authorize the town administrator to move forward as instructed in executive session. Motion seconded by Councilmember Theodore.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

**Item G – Adjournment**

**Motion:** made by Councilmember Theodore to adjourn the meeting. Motion seconded by Councilmember Kenney.

**Ayes:** Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

**Nays:** None

**MOTION PASSED UNANIMOUSLY**

The meeting did then stand adjourned at 10:13 p.m.

Approved:

Attest:

\_\_\_\_\_  
Lynn C. Clark, Mayor  
Town of Hickory Creek

\_\_\_\_\_  
Kristi K. Rogers, Town Secretary  
Town of Hickory Creek



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

May 2017 Financial Statements

Town of Hickory Creek  
**Balance Sheet**  
As of May 31, 2017

	<u>May 31, 17</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	17,452.95
BOA - Building Security	11,860.77
BOA - Court Technology	8.93
BOA - Drug Forfeiture	9,108.57
BOA - Drug Seizure	592.03
BOA - General Fund	316,839.34
BOA - Parks and Recreation	73,906.97
BOA - Payroll	260.00
BOA - Police State Training	5,175.19
Logic Animal Shelter Facility	9,027.75
Logic Harbor Ln-Sycamore Bend	325,160.84
Logic HC PID No.1 Road	22,957.53
Logic HC PID No.1 Safety	93,229.60
Logic Hickory Creek PID No. 1	400,488.01
Logic Hickory Creek PID No. 2	71,665.30
Logic Investment Fund	3,688,962.34
Logic Street & Road Improvement	2,126,840.41
Logic Turbeville Road	202,515.90
<b>Total Checking/Savings</b>	<u>7,376,052.43</u>
<b>Total Current Assets</b>	<u>7,376,052.43</u>
<b>Other Assets</b>	
Harbor Lane/Sycamore Bend Road	<u>-355,250.00</u>
<b>Total Other Assets</b>	<u>-355,250.00</u>
<b>TOTAL ASSETS</b>	<u><b>7,020,802.43</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

Town of Hickory Creek  
Profit & Loss  
May 2017

	May 17
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	3,546.88
4004 M&O Penalties & Interest	254.60
4006 Delinquent M&O	43.78
4008 I&S Debt Service	3,363.10
4010 I&S Penalties & Interest	244.61
Total Ad Valorem Tax Revenue	7,452.97
Building Department Revenue	
4102 Building Permits	77,190.33
4106 Contractor Registration	4,275.00
4110 Final Site Plan	500.00
4112 Health Inspections	460.00
4124 Sign Permits	15.00
4132 Alarm Permit Fees	250.00
Total Building Department Revenue	82,690.33
Franchise Fee Revenue	
4204 Charter Communications	9,065.68
4206 CenturyLink	994.32
Total Franchise Fee Revenue	10,060.00
Interest Revenue	
4302 Animal Shelter Interest	8.56
4304 Building Security Interest	0.20
4308 Drug Forfeiture Interest	0.15
4310 Drug Seizure Interest	0.01
4314 Logic Investment Interest	3,260.95
4320 Logic Street/Road Improv.	2,049.67
4322 Logic Turbeville Road	184.94
4326 PD State Training Interest	0.09
4328 Logic Harbor/Sycamore Bend	296.93
Total Interest Revenue	5,801.50
Miscellaneous Revenue	
4502 Animal Adoption & Impound	1,705.00
4508 Annual Park Passes	2,579.50
4510 Arrowhead Park Fees	1,853.00
4520 Drug Seizure	592.00
4530 Other Receivables	95,877.70
4536 Point Vista Park Fees	724.00
4550 Sycamore Bend Fees	1,995.00
Total Miscellaneous Revenue	105,326.20
Municipal Court Revenue	
4602 Building Security Fee	1,194.74
4604 Citations	77,658.77
4606 Court Technology	1,592.99

Town of Hickory Creek  
**Profit & Loss**  
May 2017

	May 17
4612 State Court Costs	28,828.97
Total Municipal Court Revenue	109,275.47
Sales Tax Revenue	
4702 Sales Tax General Fund	93,288.13
4704 Sales Tax Road Maintenance	18,657.63
4706 Sales Tax 4B Corporation	37,315.24
Total Sales Tax Revenue	149,261.00
Total Income	469,867.47
Gross Profit	469,867.47
Expense	
Capital Outlay	
5010 Street Maintenance	2,886.87
5012 Streets & Road Improvement	255,243.69
5020 Main Street Reconstruction	1,959.05
Total Capital Outlay	260,089.61
Debt Service	
5106 2012 Refunding Bond Series	125.00
5108 2012 Tax Note Series	125.00
5110 2015 Refunding Bond Series	125.00
5112 2015 C.O. Series	125.00
Total Debt Service	500.00
General Government	
5202 Bank Service Charges	25.00
5206 Computer Hardware/Software	327.09
5208 Copier Rental	925.17
5210 Dues & Memberships	1,120.00
5212 EDC Tax Payment	37,315.25
5216 Volunteer/Staff Events	234.51
5222 Office Supplies & Equip.	345.03
5224 Postage	192.35
5226 Community Cause	454.80
5228 Town Council/Board Expense	182.71
5232 Travel Expense	28.54
5234 Staff Uniforms	391.29
Total General Government	41,541.74
Municipal Court	
5304 Building Security	458.45
5312 Court Technology	2,570.19
5318 Merchant Fees/Credit Cards	-1,510.54
5322 Office Supplies/Equipment	466.00
5328 Travel Expense	-31.93
5332 Warrants Collected	9,016.24
Total Municipal Court	10,968.41

Town of Hickory Creek  
**Profit & Loss**  
May 2017

	May 17
<b>Parks and Recreation</b>	
5402 Events	698.72
5408 Tanglewood Park	315.75
5416 Town Hall Park	406.24
<b>Total Parks and Recreation</b>	1,420.71
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	765.05
5434 Harbor Grove	151.44
5436 Point Vista	665.90
5438 Sycamore Bend	648.42
<b>Total Parks Corps of Engineer</b>	2,230.81
<b>Personnel</b>	
5502 Administration Wages	18,846.80
5504 Municipal Court Wages	7,436.19
5506 Police Wages	42,436.05
5507 Police Overtime Wages	-12.14
5508 Public Works Wages	10,227.56
5509 Public Works Overtime Wage	208.69
5510 Health Insurance	2,443.19
5514 Payroll Expense	1,209.69
5516 Employment Exams	313.00
<b>Total Personnel</b>	83,109.03
<b>Police Department</b>	
5602 Auto Gas & Oil	2,027.51
5606 Auto Maintenance & Repair	-2,123.46
5612 Computer Hardware/Software	1,223.52
5614 Crime Lab Analysis	105.00
5626 Office Supplies/Equipment	320.73
5634 Travel Expense	666.77
5636 Uniforms	638.70
5640 Training & Education	304.00
<b>Total Police Department</b>	3,162.77
<b>Public Works Department</b>	
5706 Animal Control Supplies	414.85
5708 Animal Control Vet Fees	930.71
5710 Auto Gas & Oil	634.24
5714 Auto Maintenance/Repair	135.54
5720 Dues & Memberships	220.00
5724 Equipment Maintenance	2,000.81
5728 Equipment Supplies	769.15
5734 Radios	314.31
5742 Uniforms	186.88
<b>Total Public Works Department</b>	5,606.49
<b>Services</b>	
5804 Attorney Fees	8,549.25

8:30 AM  
06/14/17  
Accrual Basis

Town of Hickory Creek  
**Profit & Loss**  
May 2017

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	May 17
5812 Document Management	71.22
5814 Engineering	21,529.00
5818 Inspections	13,574.00
5822 Legal Notices/Advertising	319.60
5824 Library Services	75.00
5826 Municipal Judge	900.00
5828 Printing	143.09
5832 Computer Technical Support	4,941.26
Total Services	50,102.42
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	9,510.78
5904 Electric	3,864.83
5908 Street Lighting	5,258.80
5910 Telephone	4,662.07
5912 Water	983.91
Total Utilities & Maintenance	24,280.39
Total Expense	483,012.38
Net Ordinary Income	-13,144.91
Net Income	-13,144.91

8:31 AM

06/14/17

Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 66.64%**  
 October 2016 through May 2017

	Oct '16 - May 17	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Ad Valorem Tax Revenue			
4002 M&O	828,831.33	844,833.00	98.1%
4004 M&O Penalties & Interest	4,270.40	4,300.00	99.3%
4006 Delinquent M&O	1,441.82	2,000.00	72.1%
4008 I&S Debt Service	795,791.37	811,482.00	98.1%
4010 I&S Penalties & Interest	3,602.91	3,700.00	97.4%
4012 Delinquent I&S	1,503.65	3,300.00	45.6%
<b>Total Ad Valorem Tax Revenue</b>	<b>1,635,441.48</b>	<b>1,669,615.00</b>	<b>98.0%</b>
Building Department Revenue			
4102 Building Permits	279,143.95	266,200.00	104.9%
4104 Certificate of Occupancy	500.00	800.00	62.5%
4106 Contractor Registration	11,925.00	5,000.00	238.5%
4108 Final Plat	3,222.76	3,223.00	100.0%
4110 Final Site Plan	500.00	0.00	100.0%
4112 Health Inspections	5,060.00	10,120.00	50.0%
4116 Overweight Vehicles	0.00	0.00	0.0%
4118 Preliminary Plat	0.00	0.00	0.0%
4120 Preliminary Site Plan	0.00	0.00	0.0%
4122 Septic Permits	425.00	2,125.00	20.0%
4124 Sign Permits	670.00	500.00	134.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	250.00	500.00	50.0%
4130 Vendor Fee	800.00	600.00	133.3%
4132 Alarm Permit Fees	500.00	1,800.00	27.8%
<b>Total Building Department Revenue</b>	<b>302,996.71</b>	<b>291,068.00</b>	<b>104.1%</b>
Franchise Fee Revenue			
4202 Atmos Energy	28,774.64	25,100.00	114.6%
4204 Charter Communications	28,241.62	34,500.00	81.9%
4206 CenturyLink	3,192.15	5,200.00	61.4%
4208 CoServ	3,248.61	4,200.00	77.3%
4210 Oncor Electric	129,366.95	127,997.00	101.1%
4212 Waste Management	23,950.01	32,000.00	74.8%
<b>Total Franchise Fee Revenue</b>	<b>216,773.98</b>	<b>228,997.00</b>	<b>94.7%</b>
Interest Revenue			
4302 Animal Shelter Interest	59.34	45.00	131.9%
4304 Building Security Interest	1.56	2.00	78.0%
4306 Court Technology Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	1.25	2.00	62.5%
4310 Drug Seizure Interest	0.03	1.00	3.0%
4312 General Fund Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	21,779.68	18,000.00	121.0%
4320 Logic Street/Road Improv.	14,588.26	12,000.00	121.6%
4322 Logic Turbeville Road	1,279.50	1,800.00	71.1%
4324 Parks & Recreation	0.00	0.00	0.0%
4326 PD State Training Interest	0.59	1.00	59.0%
4328 Logic Harbor/Sycamore Bend	2,054.40	1,600.00	128.4%
<b>Total Interest Revenue</b>	<b>39,764.61</b>	<b>33,451.00</b>	<b>118.9%</b>
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>34,000.00</b>	<b>0.0%</b>

Town of Hickory Creek  
**Budget vs. Actual Year to Date 66.64%**  
October 2016 through May 2017

	Oct '16 - May 17	Budget	% of Budget
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	5,465.00	7,000.00	78.1%
4506 Animal Shelter Donations	1,452.20	2,000.00	72.6%
4508 Annual Park Passes	14,881.57	20,000.00	74.4%
4510 Arrowhead Park Fees	5,332.00	30,000.00	17.8%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	24,520.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	592.00	0.00	100.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	298.51	450.00	66.3%
4528 NSF Fees	25.00	100.00	25.0%
4530 Other Receivables	106,785.35	14,000.00	762.8%
4534 PD State Training	1,328.87	1,328.87	100.0%
4536 Point Vista Park Fees	2,738.00	5,000.00	54.8%
4546 Street Bond Proceeds	0.00	509,416.00	0.0%
4550 Sycamore Bend Fees	11,084.00	10,000.00	110.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	13,535.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>149,982.50</b>	<b>683,187.87</b>	<b>22.0%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fee	7,643.52	10,285.00	74.3%
4604 Citations	497,818.31	550,000.00	90.5%
4606 Court Technology	10,191.36	13,640.00	74.7%
4612 State Court Costs	187,140.96	242,000.00	77.3%
<b>Total Municipal Court Revenue</b>	<b>702,794.15</b>	<b>815,925.00</b>	<b>86.1%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	618,345.80	903,125.00	68.5%
4704 Sales Tax Road Maintenance	123,669.16	180,625.00	68.5%
4706 Sales Tax 4B Corporation	247,338.32	361,250.00	68.5%
4708 Sales Tax Mixed Beverage	14.58	350.00	4.2%
<b>Total Sales Tax Revenue</b>	<b>989,367.86</b>	<b>1,445,350.00</b>	<b>68.5%</b>
<b>Total Income</b>	<b>4,037,121.29</b>	<b>5,201,593.87</b>	<b>77.6%</b>
<b>Gross Profit</b>	<b>4,037,121.29</b>	<b>5,201,593.87</b>	<b>77.6%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	37,826.25	180,625.00	20.9%
5012 Streets & Road Improvement	1,268,161.41	509,416.00	248.9%
5020 Main Street Reconstruction	-406,646.52	0.00	100.0%
<b>Total Capital Outlay</b>	<b>899,341.14</b>	<b>690,041.00</b>	<b>130.3%</b>
<b>Debt Service</b>			
5106 2012 Refunding Bond Series	12,742.50	150,236.00	8.5%
5108 2012 Tax Note Series	2,988.50	120,728.00	2.5%
5110 2015 Refunding Bond Series	63,475.00	311,700.00	20.4%
5112 2015 C.O. Series	64,925.00	274,600.00	23.6%
<b>Total Debt Service</b>	<b>144,131.00</b>	<b>857,264.00</b>	<b>16.8%</b>
<b>General Government</b>			

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Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 66.64%**  
 October 2016 through May 2017

	Oct '16 - May 17	Budget	% of Budget
5202 Bank Service Charges	332.00	500.00	66.4%
5204 Books & Subscriptions	167.50	300.00	55.8%
5206 Computer Hardware/Software	11,170.17	15,000.00	74.5%
5208 Copier Rental	3,000.74	3,500.00	85.7%
5210 Dues & Memberships	1,426.94	2,000.00	71.3%
5212 EDC Tax Payment	247,338.33	361,250.00	68.5%
5214 Election Expenses	0.00	0.00	0.0%
5216 Volunteer/Staff Events	5,759.29	8,500.00	67.8%
5218 General Communications	10,037.57	15,500.00	64.8%
5222 Office Supplies & Equip.	1,705.28	2,000.00	85.3%
5224 Postage	3,952.13	6,000.00	65.9%
5226 Community Cause	1,363.82	4,000.00	34.1%
5228 Town Council/Board Expense	2,653.02	5,000.00	53.1%
5230 Training & Education	930.00	2,000.00	46.5%
5232 Travel Expense	1,164.63	1,500.00	77.6%
5234 Staff Uniforms	874.31	1,000.00	87.4%
<b>Total General Government</b>	<b>291,875.73</b>	<b>428,050.00</b>	<b>68.2%</b>
<b>Municipal Court</b>			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	1,570.27	10,285.00	15.3%
5312 Court Technology	20,348.31	27,175.00	74.9%
5314 Dues & Memberships	176.00	200.00	88.0%
5318 Merchant Fees/Credit Cards	-7,421.62	0.00	100.0%
5322 Office Supplies/Equipment	1,060.21	1,500.00	70.7%
5324 State Court Costs	190,097.10	242,000.00	78.6%
5326 Training & Education	150.00	550.00	27.3%
5328 Travel Expense	293.50	1,400.00	21.0%
5330 Warrant Roundup	1,039.13	1,500.00	69.3%
5332 Warrants Collected	-2,527.69	0.00	100.0%
<b>Total Municipal Court</b>	<b>204,785.21</b>	<b>284,710.00</b>	<b>71.9%</b>
<b>Parks and Recreation</b>			
5402 Events	3,999.54	4,000.00	100.0%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	44,637.91	48,000.00	93.0%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	100.00	1,000.00	10.0%
5414 Tree City USA	934.41	1,000.00	93.4%
5416 Town Hall Park	6,014.25	8,000.00	75.2%
<b>Total Parks and Recreation</b>	<b>55,686.11</b>	<b>63,900.00</b>	<b>87.1%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	5,184.10	12,000.00	43.2%
5434 Harbor Grove	746.16	4,000.00	18.7%
5436 Point Vista	3,528.52	12,000.00	29.4%
5438 Sycamore Bend	8,018.37	42,000.00	19.1%
5440 Public Works Services	0.00	25,000.00	0.0%
<b>Total Parks Corps of Engineer</b>	<b>17,477.15</b>	<b>95,000.00</b>	<b>18.4%</b>
<b>Personnel</b>			
5502 Administration Wages	157,876.42	240,705.00	65.6%
5504 Municipal Court Wages	60,078.97	93,390.00	64.3%
5506 Police Wages	354,620.20	559,090.00	63.4%
5507 Police Overtime Wages	3,295.62	12,000.00	27.5%
5508 Public Works Wages	104,512.62	164,665.00	63.5%

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Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 66.64%**  
 October 2016 through May 2017

	Oct '16 - May 17	Budget	% of Budget
5509 Public Works Overtime Wage	1,687.14	2,500.00	67.5%
5510 Health Insurance	107,766.44	186,150.00	57.9%
5512 Longevity	10,023.00	10,023.00	100.0%
5514 Payroll Expense	10,322.00	16,500.00	62.6%
5516 Employment Exams	848.00	1,500.00	56.5%
5518 Retirement (TMRS)	69,258.57	122,715.00	56.4%
5520 Unemployment (TWC)	243.44	2,000.00	12.2%
5522 Workman's Compensation	25,855.34	25,856.00	100.0%
<b>Total Personnel</b>	<b>906,387.76</b>	<b>1,437,094.00</b>	<b>63.1%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	16,230.68	20,780.00	78.1%
5604 Auto Lease	9,764.00	9,764.00	100.0%
5606 Auto Maintenance & Repair	12,158.32	20,000.00	60.8%
5608 Auto New Equipment	0.00	2,000.00	0.0%
5610 Books & Subscriptions	317.00	400.00	79.3%
5612 Computer Hardware/Software	23,188.67	35,100.00	66.1%
5614 Crime Lab Analysis	1,059.98	1,500.00	70.7%
5616 Drug Forfeiture	13,827.50	13,828.00	100.0%
5618 Dues & Memberships	235.00	400.00	58.8%
5626 Office Supplies/Equipment	2,296.39	2,000.00	114.8%
5628 PD State Training	0.00	1,328.87	0.0%
5630 Personnel Equipment	16,743.78	17,000.00	98.5%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	915.61	1,000.00	91.6%
5636 Uniforms	1,865.67	3,000.00	62.2%
5640 Training & Education	1,254.00	3,000.00	41.8%
5642 Auto Purchase	0.00	0.00	0.0%
5644 Citizens on Patrol	388.60	600.00	64.8%
5646 Community Outreach	116.10	1,000.00	11.6%
<b>Total Police Department</b>	<b>100,361.30</b>	<b>132,700.87</b>	<b>75.6%</b>
<b>Public Works Department</b>			
5702 Animal Control Donation	0.00	2,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	1,018.71	1,000.00	101.9%
5708 Animal Control Vet Fees	3,407.61	5,000.00	68.2%
5710 Auto Gas & Oil	6,893.77	10,000.00	68.9%
5712 Auto Lease	0.00	0.00	0.0%
5714 Auto Maintenance/Repair	7,932.83	15,000.00	52.9%
5716 Beautification	264.59	60,105.00	0.4%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	335.00	350.00	95.7%
5722 Equipment	0.00	2,000.00	0.0%
5724 Equipment Maintenance	4,521.96	8,000.00	56.5%
5726 Equipment Rental	-267.79	500.00	-53.6%
5728 Equipment Supplies	4,472.07	6,500.00	68.8%
5732 Office Supplies/Equipment	827.45	1,000.00	82.7%
5734 Radios	2,399.72	3,000.00	80.0%
5738 Training	989.00	1,200.00	82.4%
5740 Travel Expense	646.69	1,000.00	64.7%
5742 Uniforms	1,344.36	2,800.00	48.0%
5748 Landscaping Services	27,222.12	27,223.00	100.0%
<b>Total Public Works Department</b>	<b>62,008.09</b>	<b>147,778.00</b>	<b>42.0%</b>
<b>Services</b>			
5802 Appraisal District	5,142.46	10,500.00	49.0%

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Accrual Basis

Town of Hickory Creek  
**Budget vs. Actual Year to Date 66.64%**  
 October 2016 through May 2017

	Oct '16 - May 17	Budget	% of Budget
5804 Attorney Fees	40,948.78	50,000.00	81.9%
5806 Audit	12,000.00	12,000.00	100.0%
5808 Codification	375.00	1,000.00	37.5%
5812 Document Management	704.09	1,000.00	70.4%
5814 Engineering	34,893.52	40,000.00	87.2%
5816 General Insurance	32,629.10	32,630.00	100.0%
5818 Inspections	44,958.00	50,000.00	89.9%
5820 Fire Service	445,992.78	611,405.00	72.9%
5822 Legal Notices/Advertising	480.50	2,500.00	19.2%
5824 Library Services	400.00	500.00	80.0%
5826 Municipal Judge	6,300.00	10,800.00	58.3%
5828 Printing	957.68	1,600.00	59.9%
5830 Tax Collection	1,555.92	1,600.00	97.2%
5832 Computer Technical Support	21,514.26	27,000.00	79.7%
5838 DCCAC	197.96	4,153.00	4.8%
5840 Denton County Dispatch	0.00	28,427.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
5846 Span Transit Services	0.00	5,000.00	0.0%
<b>Total Services</b>	<b>649,050.05</b>	<b>890,415.00</b>	<b>72.9%</b>
<b>Special Events</b>			
6004 Fourth of July Celebration	0.00	4,000.00	0.0%
6008 Tree Lighting	3,365.10	3,366.00	100.0%
<b>Total Special Events</b>	<b>3,365.10</b>	<b>7,366.00</b>	<b>45.7%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	64,707.65	80,000.00	80.9%
5904 Electric	24,910.92	28,000.00	89.0%
5906 Gas	1,098.17	1,500.00	73.2%
5908 Street Lighting	24,403.92	29,000.00	84.2%
5910 Telephone	14,410.40	21,575.00	66.8%
5912 Water	6,470.86	7,200.00	89.9%
<b>Total Utilities &amp; Maintenance</b>	<b>136,001.92</b>	<b>167,275.00</b>	<b>81.3%</b>
<b>Total Expense</b>	<b>3,470,470.56</b>	<b>5,201,593.87</b>	<b>66.7%</b>
<b>Net Ordinary Income</b>	<b>566,650.73</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>566,650.73</b>	<b>0.00</b>	<b>100.0%</b>

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Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
May 2017

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	05/04/2017	Invoi...	DCB Pavement Markings, LLC.	1,700.00
Total 5010 Street Maintenance				1,700.00
<b>5012 Streets &amp; Road Improvement</b>				
Bill	05/04/2017	Invoi...	Halff Associates, Inc.	1,951.50
Bill	05/31/2017	Invoi...	Halff Associates, Inc.	4,471.46
Bill	05/31/2017	Invoi...	Halff Associates, Inc.	32,883.98
Check	05/18/2017	3362	Quality Excavation, Ltd.	215,515.73
Total 5012 Streets & Road Improvement				254,822.67
<b>5020 Main Street Reconstruction</b>				
Bill	05/04/2017	Invoi...	Halff Associates, Inc.	1,959.05
Total 5020 Main Street Reconstruction				1,959.05
Total Capital Outlay				258,481.72
<b>General Government</b>				
<b>5210 Dues &amp; Memberships</b>				
Check	05/16/2017	3360	Texas Municipal League	1,120.00
Total 5210 Dues & Memberships				1,120.00
<b>5212 EDC Tax Payment</b>				
Check	05/18/2017	3361	Hickory Creek Economic Development	37,315.25
Total 5212 EDC Tax Payment				37,315.25
Total General Government				38,435.25
<b>Municipal Court</b>				
<b>5312 Court Technology</b>				
Bill	05/31/2017	Invoi...	Tyler Technologies	2,130.35
Total 5312 Court Technology				2,130.35
<b>5332 Warrants Collected</b>				
Deposit	05/05/2017		Deposit	-1,015.15
Deposit	05/02/2017		Deposit	-1,007.50
Bill	05/31/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,031.40
Bill	05/04/2017	OB...	OmniBase Services Texas, LP	1,608.86
Bill	05/31/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,203.70
Bill	05/04/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	3,701.93
Bill	05/04/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	6,337.37
Total 5332 Warrants Collected				13,860.61
Total Municipal Court				15,990.96
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				

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Accrual Basis

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
May 2017

Type	Date	Num	Name	Amount
Check	05/30/2017	Debit	WEX INC DESFLEET DEBI	2,027.51
Total 5602 Auto Gas & Oil				2,027.51
<b>5606 Auto Maintenance &amp; Repair</b>				
Deposit	05/03/2017			-3,590.30
Total 5606 Auto Maintenance & Repair				-3,590.30
Total Police Department				-1,562.79
<b>Services</b>				
<b>5804 Attorney Fees</b>				
Bill	05/04/2017	9975...	Hayes, Berry, White & Vanzant	1,098.90
Bill	05/31/2017	9975...	Hayes, Berry, White & Vanzant	3,173.80
Bill	05/04/2017	9975...	Hayes, Berry, White & Vanzant	3,215.30
Total 5804 Attorney Fees				7,488.00
<b>5814 Engineering</b>				
Bill	05/04/2017	Invoi...	Halff Associates, Inc.	2,202.17
Bill	05/31/2017	Invoi...	Halff Associates, Inc.	4,383.75
Bill	05/04/2017	Invoi...	Halff Associates, Inc.	7,334.75
Bill	05/31/2017	Invoi...	Halff Associates, Inc.	7,566.13
Total 5814 Engineering				21,486.80
<b>5818 Inspections</b>				
Bill	05/04/2017	Invoi...	Vaughn Inspections Plus, LLC	6,748.00
Bill	05/31/2017	Invoi...	Vaughn Inspections Plus, LLC	6,826.00
Total 5818 Inspections				13,574.00
<b>5832 Computer Technical Support</b>				
Bill	05/04/2017	Invoi...	MiTech Services, LLC	2,279.76
Bill	05/04/2017	Invoi...	MiTech Services, LLC	2,661.50
Total 5832 Computer Technical Support				4,941.26
Total Services				47,490.06
<b>Utilities &amp; Maintenance</b>				
<b>5902 Bldg Maintenance/Supplies</b>				
Bill	05/04/2017	Invoi...	Denton Electric, Inc.	2,082.98
Check	05/01/2017	3354	Design Floors	3,658.63
Total 5902 Bldg Maintenance/Supplies				5,741.61
<b>5904 Electric</b>				
Bill	05/31/2017	S11...	Hudson Energy Services, LLC	3,767.27
Total 5904 Electric				3,767.27
<b>5908 Street Lighting</b>				
Bill	05/31/2017	S11...	Hudson Energy Services, LLC	5,036.41
Total 5908 Street Lighting				5,036.41
<b>5910 Telephone</b>				

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Accrual Basis

Town of Hickory Creek  
**Expenditures over \$1,000.00**  
May 2017

Type	Date	Num	Name	Amount
Bill	05/04/2017	Acc...	CenturyLink	2,224.45
Bill	05/04/2017	Acc...	CenturyLink	2,266.88
Total 5910 Telephone				4,491.33
Total Utilities & Maintenance				19,036.62
Total Expense				377,871.82
Net Ordinary Income				-377,871.82
<b>Net Income</b>				<b>-377,871.82</b>



TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276007

**ACCOUNT NAME:** ANIMAL SHELTER FACILITY

**STATEMENT PERIOD:** 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,019.49
05/31/2017	MONTHLY POSTING	9999888	8.26	9,027.75
	ENDING BALANCE			9,027.75

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,019.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	8.26
ENDING BALANCE	9,027.75
AVERAGE BALANCE	9,019.49

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	38.02





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

**ACCOUNT:** 1668276009

**ACCOUNT NAME:** HARBOR LANE - SYCAMORE BEND

**STATEMENT PERIOD:** 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			324,863.91
05/31/2017	MONTHLY POSTING	9999888	296.93	325,160.84
	ENDING BALANCE			325,160.84

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	324,863.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	296.93
ENDING BALANCE	325,160.84
AVERAGE BALANCE	324,863.91

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	1,367.98





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276011

ACCOUNT NAME: PID NO 1 ROAD

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%, THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			22,936.56
05/31/2017	MONTHLY POSTING	9999888	20.97	22,957.53
	ENDING BALANCE			22,957.53

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	22,936.56
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	20.97
ENDING BALANCE	22,957.53
AVERAGE BALANCE	22,936.56

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 ROAD	14,322.88	0.00	66.49





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276012

ACCOUNT NAME: PID NO 1 SAFETY

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			93,144.47
05/31/2017	MONTHLY POSTING	9999888	85.13	93,229.60
	ENDING BALANCE			93,229.60

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	93,144.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	85.13
ENDING BALANCE	93,229.60
AVERAGE BALANCE	93,144.47

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 SAFETY	57,744.20	0.00	270.81





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276008

ACCOUNT NAME: PID NO 1

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			400,122.32
05/31/2017	MONTHLY POSTING	9999888	365.69	400,488.01
	ENDING BALANCE			400,488.01

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	400,122.32
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	365.69
ENDING BALANCE	400,488.01
AVERAGE BALANCE	400,122.32

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1	248,868.63	0.00	1,161.55





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276010

ACCOUNT NAME: PID NO 2

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			71,599.87
05/31/2017	MONTHLY POSTING	9999888	65.43	71,665.30
	ENDING BALANCE			71,665.30

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	71,599.87
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	65.43
ENDING BALANCE	71,665.30
AVERAGE BALANCE	71,599.87

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 2	51,383.42	0.00	193.44





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,470,185.66
05/18/2017	TRANSFER FROM 1668276005	6082235	215,515.73	3,685,701.39
05/31/2017	MONTHLY POSTING	9999888	3,260.95	3,688,962.34
	ENDING BALANCE			3,688,962.34

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,470,185.66
TOTAL DEPOSITS	215,515.73
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	3,260.95
ENDING BALANCE	3,688,962.34
AVERAGE BALANCE	3,567,515.34

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,015,515.73	372,319.13	14,683.25





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,340,306.47
05/18/2017	TRANSFER TO 1668276001	6082235	215,515.73 -	2,124,790.74
05/31/2017	MONTHLY POSTING	9999888	2,049.67	2,126,840.41
	ENDING BALANCE			2,126,840.41

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,340,306.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	215,515.73
TOTAL INTEREST	2,049.67
ENDING BALANCE	2,126,840.41
AVERAGE BALANCE	2,242,976.79

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	454,402.05	10,510.97





TOWN OF HICKORY CREEK  
ATTN KRISTI K ROGERS  
1075 RONALD REAGAN AVE  
HICKORY CREEK TX 75065-7633

## MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 05/01/2017 - 05/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.0761%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 27 DAYS AND THE NET ASSET VALUE FOR 5/31/17 WAS 1.000265.

### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			202,330.96
05/31/2017	MONTHLY POSTING	9999888	184.94	202,515.90
	ENDING BALANCE			202,515.90

### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	202,330.96
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	184.94
ENDING BALANCE	202,515.90
AVERAGE BALANCE	202,330.96

### ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	851.99





## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

Consider and act on the 2017 Interlocal Cooperation Agreement for Ad Valorem Tax Collection between the Town of Hickory Creek and Denton County.

THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION  
BETWEEN DENTON COUNTY, TEXAS, AND  
CITY/ TOWN OF Hickory Creek**

**THIS AGREEMENT** is made and entered into this 20th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town** of Hickory Creek, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS**, **COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

**WHEREAS**, **MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

**NOW THEREFORE**, **COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

## I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

**MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2017, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2018.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2018. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

For the services rendered during the 2017 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10<sup>th</sup> or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2017 tax rate by September 29, 2017. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2017 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2017, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed \$0.82 per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed \$0.82 per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup>, deduct from current collections of the **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of:

**\$0.82** x the total number of parcels listed on **MUNICIPALITY's** September 30, 2017 end of year Tax Roll for tax year 2016.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

## VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

## IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**MUNICIPALITY:**

The City/Town of Hickory Creek

Address: 1075 Ronald Reagan Avenue

City, State, Zip: Hickory Creek, Texas 75065

Telephone: 940-497-2528 Email: kristi.rogers@hickorycreek-tx.gov

XII.

**MUNICIPALITY** hereby designates Kristi K. Rogers to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 20th day of June, 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**MUNICIPALITY**

Town/City: Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065

BY: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Kristi K. Rogers  
Title Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant  
District Attorney



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.4

Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Public Improvements).

THE STATE OF TEXAS       §

COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT  
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

Hickory Creek No. 1 **PUBLIC IMPROVEMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this 20th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created, Hickory Creek No. 1 Public Improvement District, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

**WHEREAS**, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

**NOW THEREFORE**, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

#### IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065  
Telephone: 940-497-2528 Email: kristi.rogers@hickorycreek-tx.gov

XIII.

**CITY/TOWN** hereby designates Kristi K. Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 20th day of June 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065

BY: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Kristi K. Rogers  
Title Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant District Attorney



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.5

Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Roadway Maintenance).

THE STATE OF TEXAS           §

COUNTY OF DENTON           §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT  
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

Hickory Creek No. 1(Roadway Maintenance) **PUBLIC IMPROVEMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this 20th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created , Hickory Creek No. 1 Public Improvement District(Roadway Maintenance) hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

**WHEREAS**, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

**NOW THEREFORE**, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

#### IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065  
Telephone: 940-497-2528 Email: kristi.rogers@hickorycreek-tx.gov

XIII.

**CITY/TOWN** hereby designates Kristi K. Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 20th day of June 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065

BY: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Kristi K. Rogers  
Title Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant District Attorney



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.6

Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 1 (Safety Services).

THE STATE OF TEXAS           §

COUNTY OF DENTON           §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT  
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

**Hickory Creek No. 1(Safety Services)           PUBLIC IMPROVEMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this 20th day of June, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created , Hickory Creek No. 1 Public Improvement District(Safety Services) hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

**WHEREAS**, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

**NOW THEREFORE**, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

**I.**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

#### IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065  
Telephone: 940-497-2528 Email: kristi.rogers@hickorycreek-tx.gov

XIII.

**CITY/TOWN** hereby designates Kristi K. Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 20th day of June 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065

BY: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Kristi K. Rogers  
Title Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant District Attorney



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.7

Consider and act on the 2017 Interlocal Cooperation Agreement for Assessment Collection between the Town of Hickory Creek and Denton County for Hickory Creek Public Improvement District No. 2 (Public Improvements).

COUNTY OF DENTON §

Hickory Creek No. 2 **PUBLIC IMPROVEMENT DISTRICT**

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$0.82 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

#### IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065  
Telephone: 940-497-2528 Email: kristi.rogers@hickorycreek-tx.gov

XIII.

**CITY/TOWN** hereby designates Kristi K. Rogers to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 20th day of June 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

Town of Hickory Creek  
Address: 1075 Ronald Reagan Avenue  
City, State, Zip: Hickory Creek, Texas 75065

BY: \_\_\_\_\_  
Name: Lynn C. Clark  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Kristi K. Rogers  
Title Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant District Attorney



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.8

Consider and act on a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas Municipalities ("ATM") under the rate review mechanism.

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,  
MID-TEX DIVISION'S ("ATMOS") RATES AS A RESULT OF  
SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS  
MUNICIPALITIES ("ATM") UNDER THE RATE REVIEW  
MECHANISM FOR 2017**

**ATMOS TEXAS MUNICIPALITIES**

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

**HISTORY OF PRIOR RATE INCREASES**

***Increase Under Previous Version of RRM (Approved October 2010)***

On March 15, 2010, Atmos requested an increase of \$70.1 million in its system-wide rates. ATM and Atmos settled on an increase of \$27 million for prospective rates.

***Increase Under Previous Version of RRM (Approved September 2011)***

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

***General Rate Case (Approved December 2012)***

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%.

***Prior Increase Under Current RRM (July 2013)***

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the summer of 2013 is the third iteration of that rate-setting mechanism.

On about July 15, 2013, Atmos submitted a request to increase rates under the current RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

***Prior Increase Under the RRM (June 2014) – Atmos Filed Appeal With the Railroad Commission – Gas Utility Docket (GUD) No. 10359:***

On about February 28, 2014, Atmos filed its second request to increase rates under the current iteration of the RRM (the "2014 RRM") and requested a system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A settlement was not reached, the ATM cities denied Atmos' proposed increase, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. On appeal Atmos revised its request downward from \$45.6 million to \$43.8 million. Atmos implemented the full rates on June 1, 2014, subject to refund. The Commission held a hearing on September 3, 2014, and after the hearing, the hearing examiner proposed an increase of \$42.9 million, that is, only about \$860,000 less than Atmos requested.

***Prior Increase Under the RRM (May 2015):***

On February 27, 2015, Atmos submitted its third application under the current RRM seeking a *system-wide* rate increase of \$28.7 million ("2015 RRM"), which equates to an increase of about 5.6%. After review of Atmos' application, the Railroad Commission's proposal for decision in GUD No. 10359, and the Hearing Examiner's PFD for the 2014 RRM, ATM's Special Counsel and consultants concluded that if the matter were appealed to the Railroad Commission, the result would be an increase closer to about \$23 million.

Ultimately, ATM and Atmos settled the appeal related to Atmos' proposed increase for Atmos' 2014 RRM, and Atmos' 2015 RRM, for a combined increase in rates of about \$65.69 million, comprised on an increase of about \$43.82 million for its 2014 RRM and about \$21.87 million for its 2015 RRM.

***Prior Increase Under the RRM (May 2016):***

On about March 1, 2016, Atmos submitted its fourth application under the current RRM seeking a *system-wide* rate increase of \$35.4 million ("2016 RRM"), which equates to an increase of about 6.04%. After review of Atmos' application, the Railroad Commission's prior rulings, and Atmos' responses to requests for information submitted to Atmos by ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos

merited an increase of about \$10.8 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$29.9 million, which equates to an increase of about 5.5%.

***Pending Increase Under RRM (May 2017):***

On about March 1, 2017, Atmos submitted its fifth and final application under the current RRM seeking a *system-wide* rate increase of \$57.4 million ("2017 RRM"), which equates to a base-rate increase of about 8.35%. After review of Atmos' application, the Railroad Commission's prior rulings, and Atmos' responses to requests for information submitted to Atmos by ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos merited an increase of about \$32.1 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$48.0 million, which equates to an increase of about 7%.

**OPTIONS FOR CITY ACTION REGARDING ATMOS' 2017 RRM:**

The item requiring City action is Atmos' 2017 RRM. At this juncture, the ATM cities' options are as follows:

- Option 1.** To deny Atmos' requested increase under the 2017 RRM of about \$57.4 million and approve no increase;
- Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$32.1 million for its 2017 RRM, based on ATM's consultants' preliminary report;
- Option 3.** To take no action and allow Atmos' proposed increase of \$57.4 million to go into effect; or
- Option 4.** To approve a settlement agreement that resolves the 2017 RRM with an increase in rates of \$48.0 million.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$57.4 million effective June 1, 2017, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos would very likely file an appeal to the Railroad Commission should the ATM cities approve an increase less than \$48.0 million.

In an appeal to the Commission, Atmos would in all likelihood argue that the costs of appeal should be borne by only those cities that "caused" the appeal. Given the Commission's tendency to err in favor of utilities, Atmos would likely prevail. An appeal would increase the burden on ratepayers by adding rate case expenses, which

would include both ATM's and Atmos' costs of preparing and prosecuting the appeal, and the costs of a hearing.

**RECOMMENDATION:**

ATM's Special Counsel recommends resolving the 2017 RRM with an increase of \$48.0 million.

If the ATM Cities reject Atmos' settlement offer, Atmos would likely appeal the cities' decision to the Railroad Commission. While there are a number of contested issues whose outcome is uncertain in an appeal, based on the Railroad Commission's history and prior decisions, ATM's Special Counsel and consultants are of the opinion that the Railroad Commission would reach a result not materially different than the settlement amount of \$48.0 million, and perhaps approve a higher increase.

Therefore, because of the risks of a litigated outcome, including the cost of litigation at the Railroad Commission, ATM's special counsel advises the ATM cities to accept a settlement that increases Atmos' revenue by about \$48.0 million over the current revenue Atmos is collecting.

An increase under the 2017 RRM of \$48.0 million over the base-rate revenue Atmos is *currently* collecting, represents an increase of about 8% in a customer's bill excluding the cost of gas, and an increase of about 3% - 4% including the cost of gas, as shown in the table below:

<b>Customer Class</b>	<b>Current Bill</b>	<b>Proposed Bill</b>	<b>Difference</b>	<b>% Increase with Gas Cost</b>	<b>% Increase without Gas Cost</b>
<b>Residential</b>	\$52.78	\$54.82	\$2.04	3.87%	7.86%
<b>Commercial</b>	\$265.18	\$271.45	\$6.27	2.37%	8.00%
<b>Industrial</b>	\$5,384.76	\$5,557.89	\$173.13	3.22%	8.73%
<b>Transportation</b>	\$4,028.61	\$4,201.74	\$173.13	4.30%	8.73%

The rate schedules to accomplish the increase are attached to the Resolution related to Atmos' 2017 RRM.

**The City should take action as soon as possible but no later than May 31, 2017.**

**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2017-0620-1**

**A RESOLUTION BY THE TOWN OF HICKORY CREEK, TEXAS (“TOWN”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the Town of Hickory Creek, Texas (“Town”) is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division’s (“Atmos”) rates, operations, and services within the municipality; and

**WHEREAS**, the Town has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

**WHEREAS**, pursuant to the Rate Review Mechanism (“RRM”) for 2017 filed with the City on or around March 1, 2017 for a proposed system-wide increase of \$57.4 million; and

**WHEREAS**, experts representing ATM have analyzed data furnished by Atmos and interviewed Atmos’ management regarding the RRM; and

**WHEREAS**, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, which results in an increase in Atmos’ revenue of \$48.0 million, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next rate filing.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS THAT:**

**Section 1.** The findings set forth in this Resolution are hereby in all things approved.

**Section 2.** The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2017.

**Section 3.** To the extent any Resolution previously adopted by the Town Council is inconsistent with this Resolution, it is hereby superseded.

**Section 4.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 5.** If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 6.** This Resolution shall become effective from and after its passage.

**Section 7.** A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

**PASSED AND APPROVED** this 20th day of June, 2017.

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Lynn C. Clark, Mayor

ATTEST:

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Kristi K. Rogers, Town Secretary

APPROVED AS TO FORM:

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Lance Vanzant, Town Attorney

# Attachment A

MID-TEX DIVISION  
ATMOS ENERGY CORPORATION

RRC Tariff No:

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

## Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

## Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

## Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.62 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

## Agreement

An Agreement for Gas Service may be required.

## Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 44.78 per month</b>
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

#### Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

#### Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**SUMMARY OF CURRENT AND PROPOSED RATE STRUCTURE - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2016**

Line No.	Description	Current ICL (b)	Proposed ICL (c)
1	<b>Rate R</b>		
2	Customer Charge per month	\$ 19.08	\$ 19.60
3	Customer Charge Rate Case Expense Recovery	0.02	-
4	Total Customer Charge	\$ 19.10	\$ 19.60
5			
6	Consumption Charge per CCF	\$ 0.11378	\$ 0.14427
7			
8			
9	<b>Rate C</b>		
10	Customer Charge per month	\$ 41.70	\$ 44.70
11	Customer Charge Rate Case Expense Recovery	0.05	-
12	Total Customer Charge	\$ 41.75	\$ 44.70
13			
14	Consumption Charge per CCF	\$ 0.08494	\$ 0.09279
15			
16			
17	<b>Rate I &amp; T</b>		
18	Customer Charge per month	\$ 737.00	\$ 799.75
19	Customer Charge Rate Case Expense Recovery	1.00	-
20	Total Customer Charge	\$ 738.00	\$ 799.75
21			
22	Consumption Charge per MMBTU:		
23	First 1,500 MMBTU	\$ 0.3096	\$ 0.3374
24	Next 3,500 MMBTU	\$ 0.2267	\$ 0.2470
25	Over 5,000 MMBTU	\$ 0.0486	\$ 0.0530

ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2016

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:			\$ 48,000,000	Schedule A							
2 Proposed Change In Rates without Revenue Related Taxes:			\$ 44,800,457	Ln 1 divided by factor on WP_F-5.1							
3											
4											
5											
6 Revenue Requirements											
7 Residential		\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
8 Commercial		\$ 84,223,622	19.40%		Per GUD 10170 Final Order						
9 Industrial and Transportation		\$ 11,490,316	2.65%		Per GUD 10170 Final Order						
10 Net Revenue Requirements GUD No. 10170		<u>\$ 434,145,424</u>									
11											
12											
13											
14											
15											
16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:											
17											
18											
19											
20 Residential Base Charge		\$ 19.08	\$ 0.77		\$ 13,989,407						
21 Residential Consumption Charge		\$ 0.11378	\$ 0.02502		\$ 20,954,111						
22 Commercial Base Charge		\$ 41.70	\$ 2.96		\$ 4,345,614						
23 Commercial Consumption Charge		\$ 0.08494	\$ 0.00797		\$ 4,345,614						
24 I&T Base Charge		\$ 737.00	\$ 62.70		\$ 592,856						
25 I&T Consumption Charge Tier 1 MMBTU		\$ 0.3096	\$ 0.0278		\$ 279,522						
26 I&T Consumption Charge Tier 2 MMBTU		\$ 0.2267	\$ 0.0203		\$ 225,535						
27 I&T Consumption Charge Tier 3 MMBTU		\$ 0.0486	\$ 0.0044		\$ 87,889						
28					\$ 44,800,457						
29											

Data Sources:  
GUD10170\_FINAL.xlsm

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$ 353,851,897
Residential Consumption Charge	\$ 0.03049	\$ 25,534,444	\$ 0.14427	\$ 120,821,718
Commercial Base Charge	\$ 3.00	\$ 4,409,676	\$ 44.70	\$ 50,707,365
Commercial Consumption Charge	\$ 0.00785	\$ 4,280,326	\$ 0.09279	\$ 50,595,093
I&T Base Charge	\$ 62.75	\$ 593,364	\$ 799.75	\$ 7,562,427
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	\$ 279,726	\$ 0.3374	\$ 3,394,949
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	\$ 225,178	\$ 0.2470	\$ 2,739,848
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	\$ 88,488	\$ 0.0530	\$ 1,065,879
		\$ 44,797,060		\$ 605,739,177

In accordance with RRM tariff.

ATTACHMENT B - PAGE 3

Line	June 1, 2016	PROPOSED	CHANGE
1	<b>Rate R @ 46.3 Ccf</b>		
2	Customer charge	\$ 19.10	
3	Consumption charge	5.27	
4	Rider GCR Part A	13.11	
5	Rider GCR Part B	11.78	
6	Subtotal	\$ 49.26	
7	Rider FF & Rider TAX	3.52	
8	Total	<u>\$ 52.78</u>	
9			
10	Customer charge	\$ 19.60	
11	Consumption charge	6.68	
12	Rider GCR Part A	13.11	
13	Rider GCR Part B	11.78	
14	Subtotal	\$ 51.17	
15	Rider FF & Rider TAX	3.65	
16	Total	<u>\$ 54.82</u>	\$2.04
17			3.87%
18			
19	<b>Rate C @ 371 Ccf</b>		
20	Customer charge	\$ 41.75	
21	Consumption charge	31.51	
22	Rider GCR Part A	105.07	
23	Rider GCR Part B	69.17	
24	Subtotal	\$ 247.50	
25	Rider FF & Rider TAX	17.68	
26	Total	<u>\$ 265.18</u>	
27			
28	Customer charge	\$ 44.70	
29	Consumption charge	34.42	
30	Rider GCR Part A	105.07	
31	Rider GCR Part B	69.17	
32	Subtotal	\$ 253.36	
33	Rider FF & Rider TAX	18.09	
34	Total	<u>\$ 271.45</u>	\$6.27
35			2.37%

					CURRENT	PROPOSED	CHANGE
36	<b>Rate I @ 4364 MMBTU</b>						
37	Customer charge				\$ 738.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
39	Consumption charge	2,864	MMBTU	X \$ 0.2267 =	649.26		
40	Consumption charge	0	MMBTU	X \$ 0.0486 =	-		
41	Rider GCR Part A	4,364	MMBTU	X \$ 0.2900 =	1,265.76		
42	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41		
43	Subtotal				\$ 5,025.83		
44	Rider FF & Rider TAX			X 0.07142 =	358.93		
45	Total				<u>\$ 5,384.76</u>		
46							
47	Customer charge	1,500	MMBTU	X \$ 0.3374 =		\$ 799.75	
48	Consumption charge		MMBTU	X \$ 0.2470 =		506.10	
49	Consumption charge	2,864	MMBTU	X \$ 0.0530 =		707.40	
50	Consumption charge	0	MMBTU	X \$ 0.2900 =		-	
51	Rider GCR Part A	4,364	MMBTU	X \$ 0.4373 =		1,265.76	
52	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =		1,908.41	
53	Subtotal					\$ 5,187.42	
54	Rider FF & Rider TAX			X 0.07142 =		370.47	
55	Total					<u>\$ 5,557.89</u>	\$173.13 3.22%
56							
57	<b>Rate T @ 4364 MMBTU</b>						
58	Customer charge				\$ 738.00		
59	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
60	Consumption charge	2,864	MMBTU	X \$ 0.2267 =	649.26		
61	Consumption charge	0	MMBTU	X \$ 0.0486 =	-		
62	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =	1,908.41		
63	Subtotal				\$ 3,760.07		
64	Rider FF & Rider TAX			X 0.07142 =	268.54		
65	Total				<u>\$ 4,028.61</u>		
66							
67	Customer charge					\$ 799.75	
68	Consumption charge	1,500	MMBTU	X \$ 0.2470 =		506.10	
69	Consumption charge	2,864	MMBTU	X \$ 0.0530 =		707.40	
70	Consumption charge	0	MMBTU	X \$ 0.4373 =		-	
71	Rider GCR Part B	4,364	MMBTU	X \$ 0.4373 =		1,908.41	
72	Subtotal					\$ 3,921.66	
73	Rider FF & Rider TAX			X 0.07142 =		280.08	
74	Total					<u>\$ 4,201.74</u>	\$173.13 4.30%
75							

**ATTACHMENT C**  
**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2016**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total
		Pension Retirement Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Retirement Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	
	(a)	(b)	(c)	(d)	(e)	(f)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%
3	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
5	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420
6						\$ 12,719,968
7						
8	<b>Summary of Costs to Approve:</b>					
9						
10	Total Pension Account Plan ("PAP")	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537		\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")				\$ 194,941	\$ 3,116,420
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941	\$ 194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 12,719,968
14						
15						
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%
17						
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551
19						
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%
21						
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870
23						
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 12,719,968



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Presentation from Simple Recycling regarding a Curbside Clothing and Home Goods Recycling Program.

# FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN  
KEY

SIMPLE  
& EASY

SAVE \$  
MAKE \$

# THE FACTS ABOUT TEXTILE WASTE

THE PROBLEM IS BIGGER THAN IT MIGHT SEEM



Clothing, appliances, durables and furniture account for approximately 15% of the residential waste stream



85% of textiles are NOT recycled or donated



EPA estimates 70 lbs/person of clothing are thrown away each year.

The U.S generates an average of  
**25 BILLION POUNDS**  
of textiles\* per year.<sup>1</sup>

\* Textiles includes clothing, footwear, accessories,  
towels, bedding, drapery, etc.

That's about  
**82 POUNDS**  
per U.S. resident.

Of That 82 pounds...

**15%**  
gets donated  
or recycled  
3.8 billion lbs recovered  
through donation/recycling;  
(12 lbs. per person.)

**85%**  
goes to our landfills.<sup>2</sup>  
(70 lbs. per person)

## AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%<sup>4</sup>



# Mission: Apply Proven Curbside Collection Model to dramatically reduce residential waste

## Requirements:

- Offer the maximum convenience to residents
- Keep it Simple to understand and utilize
- Free of cost for city and residents
- Revenue for the city



**COST TO YOUR RESIDENTS = \$0**  
**COST TO YOUR CITY = \$0**



### Details & Logistics

#### **Simple Recycling provides:**

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Work with local non-profits and charity groups to increase total recycling versus compete against them

#### **Your city provides:**

- Supplemental notification & information to residents



## WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



**10-20%**

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



**80%**

The vast majority of clothing collected is not resalable in the U.S., so it is further sorted for international export or broken down for raw materials.



**45%**

Reused and Repurposed  
Majority exported as secondhand clothing.



**30%**

Recycled and Converted  
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



**20%**

Recycled into Fiber  
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only 5% ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.<sup>1</sup>

# Texas Cities That Participate In Simple Recycling

- Plano, TX
- Bedford, TX
- Haltom City, TX
- Kennedale, TX
- Little Elm, TX
- Sugar Land, TX
  - Austin, TX
- The Woodlands, TX



## Live Green in Plano

February 22 at 8:40am · 🌐

Since the launch of Simple Recycling in Plano, we've collected over 92,000 pounds of material to be diverted from the landfill. Continue to recycle your textiles with Simple Recycling or through charitable donations and keep your clothes out of the trash! <https://www.plano.gov/2989/Curbside-Textile-Recycling>



 **simplerecycling**

# Hickory Creek Collection Estimates

Estimated Collection Volume  
Up to 12,000 pounds/Year

---

Cost to City: \$0.00

Cost to Residents : \$0.00

# FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN  
KEY

SIMPLE  
& EASY

SAVE \$  
MAKE \$

The logo for Simple Recycling, featuring the word "simple" in blue and "recycling" in green, with a green arc above the "re" in "recycling".



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Consider and act on proposals submitted for Landscape Design and Installation RFP# 2017-01.

---

**NOTICE TO VENDORS:** The Town of Hickory Creek, Texas, will receive sealed proposals at the town hall facility until 2:00 p.m. on June 15, 2017, for the purchase of services as follows per proposal instructions and specifications:

**REQUEST FOR PROPOSALS FOR LANDSCAPE DESIGN AND INSTALLATION  
RFP# 2017-01**

Qualified prospective vendors may obtain copies of the proposal with information at the town hall facility, 1075 Ronald Regan Avenue, Hickory Creek, Texas 75065.

Proposals received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. Facsimile or electronic transmittals will not be accepted.

The Town of Hickory Creek reserves the right to reject any and all proposals and waive defects in proposals. No officer or employee of the Town of Hickory Creek shall have a financial interest, direct or indirect, in this or any contract with the Town of Hickory Creek. John Smith, Town Administrator, 940-497-2528.



1075 RONALD REAGAN AVE,  
HICKORY CREEK, TX 75065  
940 - 497 - 2528 PHONE  
940 - 497 - 3531 FAX

May 19, 2017,

Proposal to design, install, and landscape center medians with drought tolerant plants and hardscape per the map supplied for Point Vista Road from Ronald Reagan to Tuberville. Clean or weed kill all existing weeds and grass in the work area, plant per list of drought tolerant plants and place gravel, river rock and boulders.

Supply, plant, and guarantee one year replacement:

Weed kill center median and hoe/clean all vegetation  
600 Soft leaf yucca 5 gallon  
600 Red yucca 3 gallon  
660 Lemon sedum 1 gallon  
400 Desperado Texas Sage 3 gallon  
130, cy 1-2 inch size Native tan gravel  
20,000 sf, 60 mil ground cloth heavy weave  
120 cy Arizona and Texas river rock 2-8" in size  
80 Mossy boulders 24" minimum width and 1,000 lbs. minimum  
500 lbs. fertilizer 24-0-0  
All labor, planting and items necessary to complete work.

For entire length from Tuberville to Ronald Reagan along Point Vista Road.

Texas river rock at ends and semi-circle areas within the median. Place large boulders as accents. Lay ground cloth and Texas native 1-2" size native tan gravel on remaining areas. All necessary labor, planting and items to complete work.

John M. Smith  
Town Administrator  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065  
940-497-2528

*City-close, lakeside living!*





1075 RONALD REAGAN AVE.  
HICKORY CREEK, TX 75065  
940 - 497 - 2528 PHONE  
940 - 497 - 3531 FAX

## Landscape Bid Tabulation

2pm, June 15, 2017

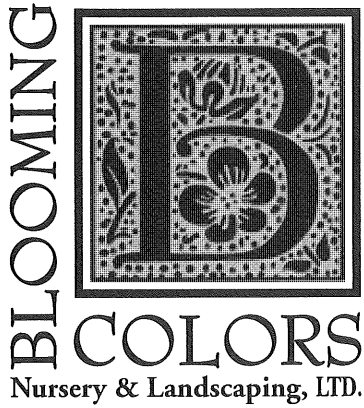
2:00pm

	COMPANY	BID AMOUNT
	Blooming Colors Nursery	131,300.00

6/15/17

X for Lush Town Administrator  
Lynn C. Clark Mayor  
Kurt K. Pof Town Secretary

*City-close, lakeside living!*



Town of Hickory Creek  
Mr. John Smith  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065

John,

Please accept this proposal to landscape the center median per the map supplied for Point Vista from Ronald Reagan to Tuberville. We will clean or weed kill any existing weeds in the work area, plant per list of drought tolerant plants and place gravel, river rock and boulders. We suggest using:

Soft leaf yucca  
Red yucca  
Lemon sedum  
Desperado Texas Sage

For the plantings with mossy boulders around the 18" to 24" in size and Texas river rock 2-6" in size on ends of medians and in centers. We will give an option to delete mulch and lay ground cloth with Texas native tan gravel as a soil covering. We recommend watering the first summer with a water truck every two weeks until the maximum temperatures go below 90 degrees in the fall. I have not included this cost in the proposal.

Supply and plant 1,600, 3-gallon red yucca, soft leaf yucca and Texas sage with 660, 1 gallon lemon yellow sedum in medians with Texas river rock at ends and semi-circle areas within the median. Lay large boulders as accents and mulch with hardwood. \$105,000. (Option to lay ground cloth and Texas native 1-2" size native tan gravel and credit mulch +\$26,300).

Please let me know any questions and your approval. Upon release of work, we will produce an area sketch showing the design. All work is guaranteed one year with a one-time replacement if irrigation schedule is followed.

Sincerely,

Barry A. Johnson  
Owner  
Master Certified Nursery Professional #3877  
Texas Registered Professional Engineer #72410

2221 Ira E. Woods • Grapevine, Texas 76051 • 817-416-6669 • Fax 817-416-6758  
1701 E. Beltline Road • Coppell, Texas 75019 • 972-393-8660 • Fax 972-304-0056  
www.bloomingcolorsnursery.com • email: cust@bloomingcolorsnursery.com

**Blooming Colors  
Nursery & Landscaping, Ltd.**

***Warranties & Guarantees***

Thank you for choosing Blooming Colors Nursery & Landscaping, Ltd., to install your landscape and irrigation. To ensure a continual pleasant experience with you during the construction process as well as after the completion of your project, we want you to understand what our warranties include. Please read and sign your acceptance of this 'warranty and guarantee' sheet at the bottom. Any late payment will void your warranty unless previously notified. Your salesperson will conduct a walk through with you. The construction crew will finish any final touch-ups and you will be instructed on the proper care and maintenance that you may need to enjoy your investment for years to come. Again, thank you for choosing Blooming Colors Nursery and Landscaping, Ltd. to install your landscape.

1. Our plants, trees and materials will be alive, healthy and of the highest quality by industry standards when planted in your landscape.
2. Shrubs and Perennials are guaranteed one (1) year from completed date of job, replaced once.
3. Trees are guaranteed for a period of one year from completed date of job, replaced once. each tree must have a bubbler installed.
4. Tree warranty replacements are normally replaced in January while tree is in dormancy.
5. Transplanted plants and trees are not guaranteed.
6. All seasonal color, annuals, such as begonias, pansies, periwinkles, lantana, Mexican heather, and sod are not guaranteed. Ornamental grasses such as purple fountain, and some perennials and herbs are not guaranteed as well.
7. Acts of God such as freezing, fire, extreme heat, flood, drought, hail, tornado, high winds, vandalism or other factors out of your control, are not guaranteed. Re-staking or straightening a tree due to these items will be a \$45 charge per tree.
8. Warranty does not include death caused by water stress (over or under watering), plant diseases, insects, over or improper fertilizing or customer neglect.
9. Removing weeds from your landscape and newly installed sod is the responsibility of the customer.
10. Any "exotic" plant or tree, or a nursery product that is not termed as a "zoned" plant or tree that you requested, is not guaranteed. Your salesperson will inform you at the time of your request regarding the status of guarantee options for special orders. We do not guarantee "Gardenias".
11. This warranty is non-transferable.
12. Ground is leveled prior to installation. We cannot guarantee grass to be level or without dips due to high traffic on the sod after installation.
13. Drainage installed per the proposal is warranted for 1 year.

BCN Representative Signature \_\_\_\_\_ Date \_\_\_\_\_  
Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

Consider and act on a site and landscape plan for Whataburger Restaurant located at 4250 FM 2181.



June 8, 2017  
AVO 32010

Mr. John Smith  
Town of Hickory Creek  
1075 Ronald Reagan Ave  
Hickory Creek, Texas 75065

**RE: Whataburger – FM 2181**

Dear Mr. Smith:

Halff received the proposed Site Plan for the side by side drive thru addition for the Whataburger located at the corner of FM 2181 and Hickory Creek Blvd on June 2, 2017. The following are our comments regarding the received application:

**Halff Associates has no further comments for the above referenced Site Plan application.**

Feel free to contact me with any questions or comments at (972) 956-0801.

Sincerely,

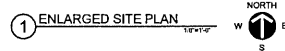
**HALFF ASSOCIATES, INC.**  
TBPE Firm No. F-312

A handwritten signature in blue ink, appearing to read "Jay Reissig", with a stylized flourish at the end.

Jay Reissig, PE

C: Town of Hickory Creek  
Halff File







## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act an Off-Site Facilities Agreement between and among the Lake Cities Municipal Utility Authority, Town of Hickory Creek, Westwood Residential Land Company and Teddy Brown, Ronald E. Brown, Ren E. Brown, Sherry Headrick, Keith Russell Brown and Ginger Leigh Murchinson.

STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON   §

**OFF-SITE FACILITIES AGREEMENT FOR  
WESTWOOD RESIDENTIAL PROJECT**

This Agreement (“Agreement”) is made by, between, and among the Lake Cities Municipal Utility Authority (“LCMUA”), Town of Hickory Creek (“Town”), Westwood Residential Land Company (“Developer”), acting by and through their duly authorized representatives, and Teddy Brown, Ronald E. Brown, Jr., Ren E. Brown, Sherry Headrick, Keith Russell Brown, and Ginger Leigh Murchinson (hereinafter referred to as “Owner”).

**RECITALS**

**WHEREAS**, Lake Cities Municipal Utility Authority is a governmental entity established under Article XVI, Section 59 of the Texas Constitution; and

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town and LCMUA are “local governments” for purposes of Texas Government Code Chapter 791; and

**WHEREAS**, Developer has a contract to purchase the 24.56± acres of real property in Denton County, Texas described in Exhibit “A” (the “Property”), which is currently owned by Teddy Brown, Ronald E. Brown, Jr., Ren E. Brown, Sherry Headrick, Keith Russell Brown, and Ginger Leigh Murchison; and

**WHEREAS**, Developer needs construction and installation of certain off-site water and sewer facilities completed before purchase of the Property can occur; and

**WHEREAS**, Developer intends to develop a multi-family residential apartment complex, not to exceed 500 units, on the Property (“Development”) following the installation of certain off-site water and sewer facilities; and

**WHEREAS**, LCMUA agrees to complete certain off-site water and sanitary sewer improvements to provide water and sewer service for the contemplated development of the Property; and

**WHEREAS**, Owner agrees to dedicate right-of-way for construction of Point Vista Street by Town; and

**WHEREAS**, Owners, acknowledging that the off-site water and sanitary sewer improvement and proposed Point Vista Street benefit and add value to the Property, agree to grant, convey, and dedicate right-of-way for Point Vista Street to the Town, including a permanent utility easement to LCMUA along the right-of-way, as identified in Exhibit “B,” and the other easements identified in Exhibit “B” to LCMUA for water and sewer utilities; and

**WHEREAS**, Town agrees to provide and/or pay the costs for a survey of the Property that includes the dedicated right-of-way and easements provided for under this Agreement, and to install a new five strand barbed wire fence along the southern boundary of the Property and the dedicated right-of-way; and

**WHEREAS**, Developer agrees to purchase the Property from Owner within 60 days of the later of: (i) completion of the off-site utilities identified in Article II, or (ii) the issuance of a building permit; and

**WHEREAS**, Developer agrees within 60 days of closing on the Property to enter into a Facilities Agreement with LCMUA for the design, construction, and installation of certain water and sewer facilities and improvements for the benefit of the Property; and

**WHEREAS**, once Developer receives its final Certificate of Occupancy for the Development, which Developer intends to build in one phase, Developer agrees to petition the Town for voluntary full purpose annexation of the Property; and

**WHEREAS**, in the event the Developer develops the property in more than one phase, Developer agrees to petition the Town for voluntary full purpose annexation of each phase of the Development upon receipt of the final Certificate of Occupancy for that phase;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

## **Article I**

### **Definitions**

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities; and (ii) all necessary permits for the construction of the Facilities pursuant to the respective plans therefore have been issued by all applicable governmental authorities.

“Completion of Construction” shall mean: (i) the Facilities have been substantially completed in accordance with the respective Construction Documents; and (ii) LCMUA has accepted the Facilities.

“Developer” shall mean Westwood Residential Land Company, a Texas corporation,

“Development” shall mean the proposed multi-family apartment complex, not to exceed 500 units, on the Property.

“Effective Date” shall mean the last date of execution of this Agreement.

“Facilities” shall mean those certain water and sewer facilities and improvements as set forth in Article II.

“LCMUA” shall mean Lake Cities Municipal Utility Authority.

“LCMUA Engineer” shall mean LCMUA’s Engineer or designee.

“Owner” shall mean Teddy Brown, Ronald E. Brown, Jr., Ren E. Brown, Sherry Headrick, Keith Russell Brown, and Ginger Leigh Murchinson.

“Property” shall mean the real property described in Exhibit “A.”

“Town” shall mean the Town of Hickory Creek, a Texas municipality.

## **Article II**

### **Off-Site Water and Sewer Facilities**

2.1 LCMUA agrees to complete the following off-site water facility improvements to provide water service for the proposed 500-unit multifamily residential development on the Property:

2.1.1 Installation of sufficient 16” waterline (760’ overflow elevation) along the southern portion of the Property to provide a secondary point of connection to the LCMUA distribution system for the proposed Development. Owner agrees to dedicate a 70-foot wide strip of land along the southern portion of the Property as right-of-way for Point Vista Road, which dedication includes right-of-way for the off-site Facilities, as set forth and depicted in Exhibit “B.” Owner further agrees to dedicate and convey the easements identified in Exhibit “B” to LCMUA for water and sewer utilities in the form set forth in Exhibit “C.” LCMUA shall not begin construction of the waterline until the dedication of the right-of-way for the project and the easements identified in Exhibit “B” are filed with the Denton County Land Records.

2.1.2 Developer at this time has not provided civil engineering plans for the water and sewer infrastructure necessary to support the Development. Developer understands the LCMUA will provide one point of connection on Point Vista Drive based on Developer’s representations for the placement for the connection. In the event that the connection point agreed to at the time of this Agreement requires relocation, Developer agrees to pay the actual costs for the relocation of the point of connection, and to provide any necessary easements to LCMUA to facilitate the connection. A second point of connection for the Development will be on Ronald Reagan Avenue.

2.2 LCMUA agrees to complete the following off-site sanitary sewer facility improvements to provide sanitary sewer service for the proposed Development, which shall not exceed 500 multifamily residential units:

- 2.2.1 Installation of a gravity sewer line along Ronald Regan Avenue with sufficient depth capacity to allow for gravity sewer service for the Property; and
  - 2.2.2 Design, construction, and installation of the necessary improvements to the Hickory Creek Lift Station on Turbeville Road to provide sufficient capacity to handle the peak sanitary sewer loads generated by the proposed development. LCMUA's engineer will determine which improvements are necessary to provide adequate capacity. LCMUA agrees to make the improvements prior to the Hickory Creek Lift Station exceeding its existing capacity due to the increased flows from the proposed development on the Property. Improvements to the Hickory Creek Lift Station are not necessary for the construction phases of the proposed development. Occupancy levels at the completed development will determine the schedule of improvements to the Hickory Creek Lift Station.
- 2.3 The improvements identified in this section are based on the development concept information provided by Developer, which provides for 500 units total within the project. Any deviation from the concept information or number of units may create the need for additional system improvements.

### **Article III**

#### **Purchase of Property, Temporary Off-Site Water Facilities, On-Site Facilities, Utility Easements, Road Improvements, and Annexation**

- 3.1 Within 45 days of the execution of this Agreement by all parties, Developer agrees to provide LCMUA and the Town documentation related to its feasibility studies, environmental report(s), and building permits (including application and materials provided to County, as well as the building permit when available). Developer agrees that, along with this documentation, Developer will notify LCMUA and the Town regarding its intent to proceed with the Development as proposed in the concept plan and, if applicable, set forth any modifications to the concept plan.
- 3.2 Developer agrees to purchase the Property within 60 days of completion of the Facilities and the issuance of a building permit.
- 3.3 To ensure the proposed Development receives adequate pressure from the LCMUA distribution system during construction of the development, Developer agrees to pay the costs for rental and installation of a temporary pump at the FM2181 pump station (as approved by LCMUA's engineer) for the period in which the elevated water storage tank on the property adjacent to the Development is not operational. Developer agrees to coordinate with LCMUA for the connection and disconnection of the temporary pump to LCMUA's system, and to pay any costs associated with the connection and disconnection of the temporary pump. Developer further agrees to comply with the County requirements set forth in Exhibit "D" prior to construction of structures on the Property.
- 3.4 Owner at the time of the signing of this Agreement shall dedicate and convey the right-of-way for Point Vista Road to the Town, including a permanent utility easement to LCMUA along the right-of-way, as identified in Exhibit "B," and the other easements identified in

Exhibit “B” to LCMUA for water and sewer utilities. In the event the Developer does not purchase the Property as provided in Section 3.2, the parties agree that LCMUA shall retain at no cost to LCMUA the permanent and temporary easements provided for in this Agreement, which have an estimated value of \$181,000. The Town shall retain at no cost to the Town the dedicated right-of-way for Point Vista Road as provided for in this Agreement, which has an estimated value of \$320,166.

- 3.5 Developer and LCMUA agree to enter into an On-Site Facilities Agreement within 60 days of the closing date for purchase of the Property. Developer further agrees to design, construct and install on-site facilities for the Development in conformance with LCMUA’s design standards, any additional design requirements recommended by LCMUA’s Engineer, and all applicable federal, state, and local laws and regulations. Developer shall be responsible for all construction costs, materials, testing and engineering of on-site facilities. Developer further agrees to pay all fees required by LCMUA under adopted orders and resolutions, including all applicable impact, tap, inspection and review fees. Developer acknowledges that payment of impact fees is required for completion of additional system improvements necessary to provide for the water and sanitary sewer service to the proposed development.
- 3.6 Developer agrees to grant and convey all necessary easements, whether temporary or permanent, as determined necessary by LCMUA for connection of the Development’s on-site facilities to the system and for facilities providing emergency water for the system. The easements shall be granted and conveyed prior to construction and installation of the improvements and facilities for the Development’s connection to the system.
- 3.7 Upon dedication of Right of Way for the extension of Point Vista Road by the Owner, the Town shall commence design and construction of those portions of Point Vista Road adjacent to the Property.
- 3.8 Within seven (7) days of the receipt of the final Certificate of Occupancy for the Property, Developer shall submit to the Town a petition for voluntary full purpose annexation of the Property. Developer intends to construct the Development in one phase; however, in the event Developer elects to develop the Property in phases, Developer agrees file a petition for voluntary full purpose annexation of each phase of the Development upon the receipt of the final Certificate of Occupancy for that phase. Developer shall make diligent efforts to timely and fully comply with the completion of any documentation or other assistance required by the Town in the course of the annexation process. If for any reason the Developer fails to submit a petition for voluntary full purpose annexation upon receipt of its final Certificate of Occupancy for the Property, the Town may initiate full purpose annexation of the Property pursuant to Texas Local Government Code Chapter 43, Subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Developer expressly and irrevocably consents to full purpose annexation of the Property. Developer further agrees that such annexation by the Town shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan as set forth by the Texas Local Government Code 43.052, or successor statute.

## **Article IV Dedication**

- 4.1 Owners hereby agree that all right-of-way dedicated under the terms of this Agreement is reasonably necessary to serve the Property and are roughly proportional to the need generated by the proposed Development on the Property. Owners hereby acknowledge their right to seek a waiver or variance to the dedication and have voluntarily chosen not to pursue such remedies in order to facilitate the sale of the Property to Developer; Owners waive any claim for a taking of property, or any other constitutional or statutory claim for the taking of property, that they may have under either the Texas or United States Constitutions or statutes. Owners further acknowledge and agree that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said dedication are related both in nature and extent to the impact of the Development on the Town and County's roadways and LCMUA's infrastructure and were required for sale of the Property to Developer.
- 4.2 Developer hereby agrees that all easements dedicated to LCMUA or the Town pursuant to this Agreement are reasonably necessary to serve the Property and are roughly proportional to the need generated by the development of the Property. Developer hereby acknowledges its right to seek a waiver or variance to the dedication and that it has voluntarily chosen not to pursue such remedies; Developer waives any claim for a taking of property, or any other constitutional or statutory claim for the taking of property, that it may have under either the Texas or United States Constitutions or statutes. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said dedication are related both in nature and extent to the impact of the Development on LCMUA's infrastructure.

## **Article V Miscellaneous**

- 5.1 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.
- 5.2 Notice. All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery. Said notice shall be deemed received three days thereafter if sent by mail or on the day actually received if hand delivered.

IF INTENDED FOR DEVELOPER, TO:

WITH COPIES TO:

Attn: Jeff Lindsey  
Westwood Residential Land Company

3198 Parkwood Blvd., Ste. 11076  
Frisco, TX 75034

IF INTENDED FOR OWNER, TO:

Teddy Brown  
1321 Limetree Lane  
Irving, Texas 75061-4530

Ronald E. Brown, Jr.  
Ren E. Brown  
1849 Willow Court  
Haslet, Texas 76052

Sherry Headrick  
2605 Quail Ridge  
Irving, Texas 75060-5541

Russell Brown  
5107 Garrett Field Court  
Dallas, Texas 75206-0050

Ginger Murchinson  
205 Royal Aberdeen Way  
McKinney, Texas 75070

IF INTENDED FOR TOWN, TO:

Attn: John Smith, Town Administrator  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065  
940.497.3531 – Fax

IF INTENDED FOR LCMUA, TO:

Attn: Mike Fairfield, General Manager  
LCMUA  
501 N Shady Shores Dr  
Lake Dallas, Texas 75065  
940.497.2926 - Fax

WITH COPIES TO:

Chandler L. Grisham  
Law Offices of Chandler L. Grisham, PLLC  
101 Summit Avenue, Suite 406  
Fort Worth, Texas 76102  
817.900.7194—Fax

WITH COPIES TO:

Lance Vanzant  
Hayes, Berry, White & Vanzant, LLP  
512 Hickory Street, #100  
Denton, Texas 76201  
866.580.1744—Fax

WITH COPIES TO:

Attn: Kimberly Lafferty  
Lafferty Law Firm, PLLC  
3100 Independence Parkway  
PMB 239 Suite 311  
Plano, Texas 75075  
972.905.3811 - Fax

- 5.3 Successors and Assigns. All obligations and covenants of Owner and Developer under this Agreement shall be binding on the Owner and Developer, their successors and permitted assigns. Owner and Developer may not assign this Agreement without the prior written consent of LCMUA's General Manager and the Town Administrator, which will not be

unreasonably withheld; except that Developer may assign this Agreement and its rights under this Agreement to any entity of which Developer, either directly or indirectly, has control over day-to-day management decision, subject to the assumption of the assignee of Developer's obligations contained herein. An assignment under this exception shall not relieve Developer of its obligations under the Agreement in the event the assignee fails to fulfill its obligations.

- 5.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.5 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- 5.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas.
- 5.7 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 5.8 Recordation of Dedication and Easements. The instruments dedicating right-of-way and easements as provided for in this Agreement shall be recorded in the Deed Records of Denton County, Texas.
- 5.9 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owners and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Owners which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.
- 5.10 Recitals. The recitals to this Agreement are incorporated herein.

- 5.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- 5.12 No guarantee. LCMUA makes no guarantee that Denton County will approve the proposed development. Developer/Owners acknowledge that the denial of the proposed Development by another governmental entity does not relieve Developer/Owners of their obligations under Article II and III of this Agreement.
- 5.13 Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the Town and LCMUA have not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 5.14 Attorney's Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 5.15 Remedies. In the case of the Owner, Developer's liability for breach of this Agreement is as provided in the purchase agreement between certain of the Owner and Developer (as amended from time to time). In the case of LCMUA and the Town, either or both parties may pursue any remedy available by law in the event Developer violates Developer's obligations under this Agreement. However, LCMUA, Town, and Developer agree that Developer's total liability for damages will be, in all events, limited to \$250,000.
- 5.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

*Remainder of Page Left Blank Intentionally  
Signature Pages to Follow*

**EXECUTED** on \_\_\_\_\_, 2017.

**Lake Cities Municipal Utility Authority**

By: \_\_\_\_\_  
Mike Fairfield, General Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Mike Fairfield,  
General Manager of Lake Cities Municipal Utility Authority, on behalf of LCMUA.

\_\_\_\_\_  
Notary Public, State of Texas

**EXECUTED** on \_\_\_\_\_, 2017.

**Town of Hickory Creek, a Texas Municipality**

By: \_\_\_\_\_  
Lynn Clark, Mayor,  
Town of Hickory Creek

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Lynn Clark, Mayor, Town of Hickory Creek, on behalf of Town.

\_\_\_\_\_  
Notary Public, State of Texas

**EXECUTED** on \_\_\_\_\_, 2017.

**WESTWOOD RESIDENTIAL LAND COMPANY,**  
a Texas corporation

By: \_\_\_\_\_  
Authorized Agent, Title

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
\_\_\_\_\_, \_\_\_\_\_ of Westwood Residential Land Company, a  
Texas corporation, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**EXECUTED** on \_\_\_\_\_, 2017.

**OWNER**

\_\_\_\_\_  
Teddy Brown

\_\_\_\_\_  
Ronald E. Brown, Jr.

\_\_\_\_\_  
Ren E. Brown

\_\_\_\_\_  
Sherry Headrick

\_\_\_\_\_  
Russell Brown

\_\_\_\_\_  
Ginger Murchinson

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Teddy Brown.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Ronald E. Brown, Jr.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Ren E. Brown.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Sherry Headrick.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Russell Brown.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Ginger Murchinson.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B**  
**DEDICATION AND EASEMENTS**

## EXHIBIT B

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

### RIGHT-OF-WAY DEDICATION DEED

STATE OF TEXAS           §

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF DENTON       §

That Teddy Brown, Ronald E. Brown, Jr., Ren E. Brown, Sherry Headrick, Keith Russell Brown, and Ginger Leigh Murchison ("Grantor"), whose address is \_\_\_\_\_, Denton County, Texas, 75065, for an in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the TOWN OF HICKORY CREEK, TEXAS, ("Grantee"), a Texas general law municipality whose mailing address is 1075 Ronald Reagan Ave, Hickory Creek, TX 75065, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as right of way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code §273.001 and deemed necessary by Grantee unto and through all that certain real property located in the County of Denton, State of Texas, and being more particularly described on the attached Exhibit A which is attached hereto and fully incorporated herein.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this \_\_\_\_ day of \_\_\_\_\_, 2017.

#### GRANTOR

\_\_\_\_\_  
Teddy Brown

\_\_\_\_\_  
Ronald E. Brown, Jr.

\_\_\_\_\_  
Ren E. Brown

\_\_\_\_\_  
Sherry Headrick

\_\_\_\_\_  
Russell Brown

\_\_\_\_\_  
Ginger Murchinson

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF DENTON**   §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of June, 2017, by Teddy Brown, Ronald E. Brown, Jr., Ren E. Brown, Sherry Headrick, Keith Russell Brown, and Ginger Leigh Murchison for the purposes stated therein.

\_\_\_\_\_  
Notary Public in and for  
Denton County, State of Texas

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

**Lance Vanzant  
HAYES, BERRY, WHITE & VANZANT, L.L.P.  
512 W. Hickory, Suite 100  
Denton, Texas 76201**

**EXHIBIT C  
EASEMENT FORM**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**LAKE CITIES MUNICIPAL UTILITY AUTHORITY  
PUBLIC WATER FACILITY EASEMENT**

**THE STATE OF TEXAS  
COUNTY OF DENTON**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

That We/I, \_\_\_\_\_ ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey to the LAKE CITIES MUNICIPAL UTILITY AUTHORITY ("Grantee") of Denton County, Texas, a permanent and perpetual easement for the purpose of constructing, installing, repairing, maintaining, altering, replacing, improving, relocating, rebuilding, removing, and operating water and wastewater facilities and all associated lines, pipes, conduits and other facilities, equipment, improvements, and appurtenances in, into, upon, over, across, under and through that land in Denton County, Texas, described as follows, to-wit:

An exclusive 15 foot wide permanent Public Water Facility Easement as more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto, together with the right of ingress, egress, and regress as necessary for such purposes.

Grantor, their heirs, successors and assigns, covenants and agrees that Grantee, its successors and assigns, shall have the right to construct, maintain, operate, repair, replace, change and/or remove any and all public water and wastewater facilities, including incidental equipment, appurtenances and attachments, in, on, over, through, under and across that certain land as described on Exhibit "A" and depicted on Exhibit "B" attached hereto. Grantee also shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now or hereafter be found upon, under or across said permanent easement. Any and all necessary removal and/or replacement of roads, alleys, parking lots, utility lines and fences within the easement shall be done at no expense or liability to Grantee

Grantor, their heirs, successors and assigns may fully use and enjoy said premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder and no building, public or private utility, structure or reservoir shall be constructed upon, under or across the easement herein granted, without Grantee's written consent; provided further, Grantor, their heirs, successors and assigns, may construct, dedicate and maintain across said easement such roads, alleys, parking lots, utility lines and fences as will not interfere with the use by the Grantee of said easement for the purposes aforesaid. Any and all necessary removal and/or replacement of roads, alleys, parking lots, utility lines and fences constructed with Grantee's written consent within the easement shall be done at no expense or liability to Grantee.

Grantor has this day additionally granted, sold and conveyed and by these presents does hereby grant, sell, and convey to Grantee an additional contiguous temporary construction easement for a period of two (2) years from the date hereof or until completion of the installation, whichever occurs first, for the purpose of installing said utilities on the property known and described as follows, to-wit:

A 20 foot wide temporary construction easement directly adjacent to said permanent Public Water Facility Easement and shown on Exhibit "B" attached hereto, together with the right to ingress, egress, and regress as necessary for such purposes.

Such temporary easement shall include the right to excavate and fill upon said temporary easement, but Grantee shall replace any fences or other fixtures upon said temporary easement without cost to Grantor, and shall restore the grade of the property which is the subject of the temporary construction easement, as nearly as possible to its grade prior to entry thereon.

**TO HAVE AND TO HOLD** the above-described permanent easement forever and the above described temporary easement for the period stated above, together with all and singular, the rights and appurtenances thereto, anywise belonging unto Grantee, its successors and assigns; and We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR(S):

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS   §**

**COUNTY OF DENTON   §**

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<Notary Seal>

\_\_\_\_\_  
**Notary Public in and for the State of Texas**

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest and real property conveyed by this dedication instrument dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to the Lake Cities Municipal Utility Authority (LCMUA), has been duly accepted by the LCMUA subject to all terms and conditions contained therein.

\_\_\_\_\_  
Jennifer Gordon, Board Secretary, LCMUA

\_\_\_\_\_  
Mike Fairfield, General Manager, LCMUA

After recording, please return this instrument to:

General Manger  
Lake Cities Municipal Utility Authority  
501 N Shady Shores Dr  
Lake Dallas, Texas 75065

# EXHIBIT “A”

# EXHIBIT “B”

**EXHIBIT D**  
**COUNTY REQUIREMENTS**

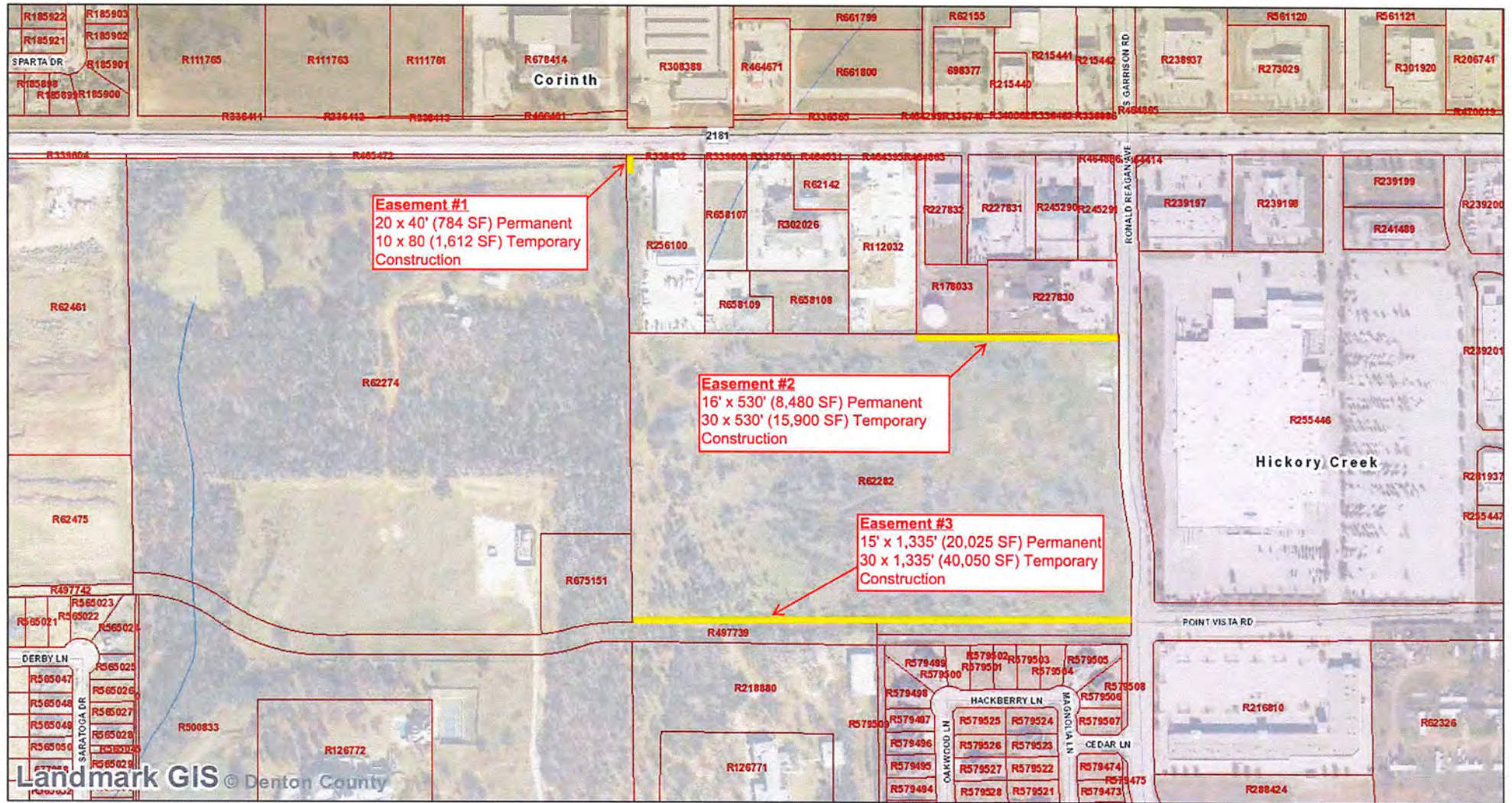
**From:** Jody Gonzalez [<mailto:Jody.Gonzalez@dentoncounty.com>]  
**Sent:** Monday, June 12, 2017 10:54 AM  
**To:** John Smith <[John.Smith@hickorycreek-tx.gov](mailto:John.Smith@hickorycreek-tx.gov)>  
**Subject:** RE: Fire Plans

Mr. Smith,

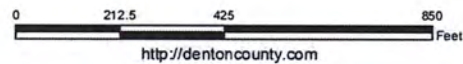
Denton County Emergency Services is good with LCMUA recommendation if the project has completed internal roads and infrastructure, including all hydrants installed and charged, prior to vertical construction. The internal roads and entrance will need to meet fire and building code requirements to support fire truck weights. Prior to construction, the builder will need to have a pre-construction meeting with our office and also obtain all necessary permits from our office prior to construction. In addition, it is also understood that residential occupancy will not be permitted until the new water tower and system is completed to supply adequate fire flow and pressure for sprinkler systems throughout the project.

Thank You,

Jody Gonzalez  
Chief  
Denton Count Emergency Services / Fire Marshal



## Easement Summary Brown Property



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 1700 Turbeville Road, Hickory Creek, Texas.

**TOWN OF HICKORY CREEK  
RESOLUTION NO. 2017- 0620-2**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
HICKORY CREEK, TEXAS, AUTHORIZING THE ISSUANCE OF A  
WATER WELL DRILLING PERMIT FOR 1700 TURBEVILLE ROAD,  
HICKORY CREEK, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Town of Hickory Creek (“The Town”), Texas is a Type A General Law municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

**WHEREAS**, Barco Well Service LP, has submitted a request for a permit to drill a water well at 1700 Turbeville Road, legally described as Lot 1(W PT) Hickory Park Estates, Hickory Creek, Texas, for the purpose of installing a water well to provide water to fill a pond that will be utilized for irrigation proposes on the property.

**WHEREAS**, the Town Council has determined water service can be provided for the location and purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1**

The foregoing recitals stated in the preamble are found to be true and correct and are deemed incorporated into the body of this resolution as if copied herein in their entirety.

**SECTION 2**

The request for a water well permit submitted by Barco Well Service at the location of 1700 Turbeville Road, Hickory Creek, Texas, is hereby granted.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 20th day of June, 2017.

---

Lynn C. Clark., Mayor  
Town of Hickory Creek, Texas

ATTEST:

---

Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

---

Lance Vanzant, Town Attorney  
Town of Hickory Creek, Texas



June 19, 2017  
AVO 32010

Mr. John Smith  
Town of Hickory Creek  
1075 Ronald Reagan Ave  
Hickory Creek, Texas 75065

**RE: 1700 Turbeville Water Well Permit**

Dear Mr. Smith:

Halff received the Water Well Permit Application for 1700 Turbeville Road on June 16, 2017. The applicant is Rick Tompkins. The contractor is Barco Well Service. The following are our comments regarding the received application:

Halff Associates has no comments for the well permit. Driller shall ensure erosion control measures as required by the Town and TCEQ are in place prior to any drilling activities.

Feel free to contact me with any questions or comments at (972) 956-0801.

Sincerely,

**HALFF ASSOCIATES, INC.**  
TBPE Firm No. F-312

A handwritten signature in blue ink, appearing to read "Jay Reissig", is written over a light blue rectangular background.

Jay Reissig, PE

C: Town of Hickory Creek  
Halff File



June 20, 2017

via email [chris.chaudior@hickorycreek-tx.gov](mailto:chris.chaudior@hickorycreek-tx.gov)

Town of Hickory Creek

Attn: Chris Chaudior, Community Development/Code Enforcement

1075 Ronald Reagan Ave

Hickory Creek, Texas 75225

RE: Water Well Application at 1700 Turbeville Rd, Hickory Creek, Texas

Ms. Chaudior:

Lake Cities Municipal Utility Authority (LCMUA) formally recognizes and supports the application for the installation of a water well at 1700 Turbeville Rd, Hickory Creek, Texas with the Town of Hickory Creek (the Town). Upon approval by the Town, LCMUA would like a copy of any issued permits for this water well for our files.

All construction will need to be made in accordance with LCMUA's Development Standards to include inspection coordination during the construction process and submission of the log report from drilling.

The Applicant should also provide information to the North Texas Groundwater Conservation District (the District) prior to construction per Senate Bill 2497 of the 81<sup>st</sup> Texas Legislature Session in 2009. The District's website address is [www.northtexasgcd.org](http://www.northtexasgcd.org).

Should you need any further information, please contact us at 940.497.2999.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Fairfield", is written over a light blue wavy background.

Mike Fairfield

General Manager

501 N Shady Shores Dr  
Lake Dallas, TX 75065  
Phone: **940.497.2999**  
Fax: **940.497.2926**

# NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

## Well Registration Application Approval Notice to Proceed

### Well Application Information

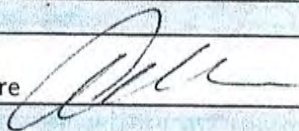
Owner	Rick Tompkins	Date Submitted	6/7/2017
Driller	Barco Well Service, LP / Jason Flynt		
Well Name			
Approx. Address	1700 Tuberville Rd.		
City	Hickory Creek	State	TX
		Zip Code	75065
Phone No.	713-594-4006	Fax No.	
Email Address	<a href="mailto:tompkinscr@aol.com">tompkinscr@aol.com</a>		
Well Registration No.	Confirm 2384	Date Approved	6/7/2017

Notice to Proceed expires on 2/2/2018

Issuance of this Notice to Proceed grants only the approval required by the North Texas Groundwater Conservation District, and the recipient is solely responsible for obtaining any other necessary governmental approval.

Completion Report and Drill Log must be submitted to the District within 60 days of the completion of construction.

Signature



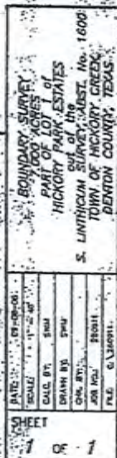
for

Drew Satterwhite, P.E., General Manager

Please submit the Well Driller Report to the District by either fax at (903) 786-8211, email at [ntgcd@northtexasgcd.org](mailto:ntgcd@northtexasgcd.org) or mail at:

PO Box 508  
Gainesville, TX 76241

WELL LOCATION  
OVER 100 ft  
from  
Property  
line



Enter coordinates or Google Maps URL  
33.120257758628625 -97.0477724075317

Convert and Map I'm here

#### Decimal Degrees

Latitude 33.120258 Longitude -97.047772

#### Degrees, Minutes & Seconds

Latitude N33 07 12 Longitude W97 02 51

#### GPS

Latitude N 33 07.215 Longitude W 97 02.866

#### UTM

14N X 682135 Y 3606315

 [Link to this point](#)

GPS libraries ripped from <http://hacker.pwn.com/>  
320-80433 Modifications by  
Mr2PCBrix MrVibeyz@gmail.com © 2010  
W3: [hacker.pwn.com](#) W3: [hacker.pwn.com](#)



Well  
Location  
880 ft.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

Consider and act on an ordinance of the Town of Hickory Creek, Texas continuing the juvenile curfew for minors under 17 years of age adopted by Ordinance No. 2008-02-309 prohibiting appearance in public between the hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday within the Town of Hickory Creek.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2017-06-765**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, CONTINUING THE JUVENILE CURFEW FOR MINORS UNDER 17 YEARS OF AGE ADOPTED BY ORDINANCE NO. 2008-02-609; PROHIBITING APPEARANCE IN PUBLIC BETWEEN THE HOURS OF 11:00 P.M. ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00 A.M. OF THE FOLLOWING DAY; AND 12:01 A.M. UNTIL 6:00 A.M. ON ANY SATURDAY OR SUNDAY WITHIN THE TOWN LIMITS OF HICKORY CREEK; PROVIDING FOR FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR OFFENSES; PROVIDING FOR DEFENSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas desires to continue regulating the hours an unsupervised minor under 17 years of age may appear in public without undue infringement on their liberty, and;

**WHEREAS**, Section 370.002 of the Texas Local Government Code requires that such an ordinance be reexamined before the third anniversary of the date of adoption of a juvenile curfew ordinance and every third year thereafter, to determine whether such provisions should be continued in effect, modified or abolished; and

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas recognizes the danger to the safety and security of unsupervised minors during certain hours of a day; and

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas, recognizes that although dangerous, certain circumstances may exist that would necessitate a minor being in a public place due to an unforeseen combination of circumstances or an emergency.

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas, has conducted a public hearing on the need to continue in effect the Town of Hickory Creek juvenile curfew ordinance; and

**WHEREAS**, the Town Council of the Town of Hickory Creek, Texas, now finds and determines that the current juvenile curfew ordinance provisions in effect within the Town should be continued in effect without modification.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, THAT;**

## **Section I** **Findings**

That the above stated findings and recitals contained in the preamble of this ordinance are determined to be true and correct and are hereby adopted as part of this ordinance.

## **Section II** **Definitions**

In this ordinance, the following definitions shall be used;

**Curfew Hours:** means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the follow day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

**Emergency:** means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

**Establishment:** means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

**Guardian:** means a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

**Parent:** means a person who is a natural parent, adoptive parent, or stepparent of another person or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

**Operator:** means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

**Minor:** means any person younger than 17 years of age.

**Public Place:** means any place to which the public or a substantial group of the public has access, and includes but is not limited to streets, highways, the common areas of schools, the common areas of greenbelts in housing developments, hospitals, apartment houses, office buildings, transport facilities and shops.

**Remain:** means to linger, loiter, stay, or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

**Serious Bodily Injury:** means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

### **Section III** **Offenses**

- (1) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the Town limits during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits, or by insufficient control, allows the minor to remain in any public place or on the premises of any establishment within the town limits during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment in the town limits during curfew hours.

### **Section IV** **Defenses**

- (1) It is a defense to prosecution under Section III that the minor was;
  - (a) Accompanied by the minor's parent or guardian;
  - (b) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
  - (c) In a motor vehicle involved in interstate travel;
  - (d) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
  - (e) Involved in an emergency;
  - (f) On the sidewalk abutting the minor's residence, or abutting the residence of a next-door neighbor, if the neighbor did not complain to the police department about the minor's presence;
  - (g) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the Town, a civic organization, or other similar entity that takes responsibility for the minor;

- (h) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
  - (i) Married or has been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family code.
  - (j) Accompanied by an adult designated by his or her parent or guardian.
- (2) It is a defense to prosecution of an owner, operator, or employee under Section III , that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

## **Section V**

### **Enforcement**

- (1) Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense set forth in Section IV is present.

## **Section VI**

### **Penalties**

- (1) A person who violates a provision of this Article is guilty of a separate offense for each day or, part of a day, during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.
- (2) If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.
- (3) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section III of this ordinance and shall refer the minor to juvenile court.

## **Section VII**

### **Publication Clause**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish in the Official newspaper of the Town of Hickory Creek, the Caption and Effective Date clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

**Section VIII**  
**Cumulative Repealer**

This Ordinance shall be cumulative of all provisions of the ordinances of the Town of Hickory Creek, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section IX**  
**Severability**

It is hereby declared to be the intention of the Town Council of the Town of Hickory Creek that the phases, clauses, sentences, paragraphs, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation of this Ordinance of any such unconstitutional phase, clause, sentence, paragraph, or section.

**Section X**  
**Engrossment and Enrollment**

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this Ordinance by copying the Exact Caption and Effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the Ordinance records of the Town.

**Section XI**  
**Effective Date**

This Ordinance shall be in full force and effect from and after its date of passage and publication.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas,  
this the 20th day of June, 2017.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

**ATTEST:**

---

Kristi K. Rogers, Town Secretary  
Town of Hickory Creek, Texas

**APPROVED AS TO FORM:**

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Lance Vanzant, Town Attorney  
Town of Hickory Creek



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.7

Consider and act regarding an ordinance of the Town of Hickory Creek, Texas amending the Code of Ordinances, Chapter 1: General Provisions;, Article 1.10 Parks and Recreation.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2017-06-766**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES, CHAPTER 1: GENERAL PROVISIONS; ARTICLE 1.10: PARKS AND RECREATION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town has enacted certain rules relating to the Parks and Recreation Board; and

**WHEREAS**, the Town deems it necessary to amend such rules for the public health, safety and welfare of the citizens of the Town of Hickory Creek.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2  
FINDINGS**

After due deliberations, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3  
AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Chapter 1: General Provisions, Article 1.10: Parks and Recreation, Section 1.10.003: Prohibitions, subsection (24) be amended to read as follows:

(24) Practice, carry on, conduct or solicit for any trade, occupation, business or profession of whatsoever kind or character without the prior approval of the town council via a written agreement and a permit issued by the town and payment of any applicable fees.

3.02 That the Town of Hickory Creek Code of Ordinances, Chapter 1: General Provisions, Article 1.10: Parks and Recreation, Section 1.10.003: Prohibitions, subsection (26) (K) be amended to read as follows:

"(K) Camping at one or more campsites for a period of longer than three (3) days during any thirty-consecutive-day period is prohibited without the prior written consent of the town."

3.03 That the Town of Hickory Creek Code of Ordinances, Chapter 1: General Provisions, Article 1.10: Parks and Recreation, Section 1.10.003: Prohibitions, subsection (26) be amended by adding a new subsection (N) which shall read as follows:

"(N) No persons under the age of eighteen (18) years of age are permitted to camp overnight at any campsite without adult supervision."

3.04 All other articles, chapters, sections, paragraphs, subsections, sentences, phrases, definitions and words are not amended but are hereby ratified and affirmed.

#### **SECTION 4** **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 5** **SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances or of any other ordinance affecting parks and recreation, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

#### **SECTION 6** **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

**SECTION 7**  
**PENALTY**

7.01 It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

7.02 If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

**SECTION 8**  
**PUBLICATION**

The Town Secretary of the Town of Hickory Creek is directed to publish in the official newspaper of the Town, the caption, penalty clause, and effective date of this Ordinance as required by law.

**SECTION 9**  
**ENGROSSMENT AND ENROLLMENT**

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

**SECTION 10**  
**EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 20<sup>th</sup> day of June, 2017.

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Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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Lance Vanzant, Town Attorney  
Town of Hickory Creek, Texas



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

Consider and act on an ordinance of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Appendices: Appendix A: Fee Schedule; Article A2.00: Business Related Fees by adding a new Section A2.500.

**TOWN OF HICKORY CREEK  
ORDINANCE NO. 2017-06-767**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES, APPENDICES: APPENDIX A: FEE SCHEDULE; ARTICLE A2.00: BUSINESS RELATED FEES BY ADDING A NEW SECTION A2.500; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the town council has determined that such fees need to be revised and updated in order to protect public health, safety and welfare; and

**WHEREAS**, the Town deems it necessary to adopt such fees for the safeguarding of public health, safety and welfare.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:**

**SECTION 1  
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2  
FINDINGS**

After due deliberations, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3  
AMENDMENTS**

3.01 That the Town of Hickory Creek Code of Ordinances, Appendices, Appendix A: Fee Schedule, Article A4.000: Business Related Fees, be amended by adding a new Section A2.500 to be entitled Commercial Use of Town Boat Ramps which shall read as follows:

## **"ARTICLE A2.500 COMMERCIAL USE OF TOWN BOAT RAMPS**

(a) An annual fee of \$1,000.00 shall be assessed for commercial use of the Town's boat ramps. Prior approval of such use by the town council is required pursuant to Chapter 1: General Provisions, Article 1.10: Parks and Recreation, Section 1.10.003: Prohibitions, subsection (24).

(1) For approved commercial uses, the annual boat launch fee will be \$200 per pass.

(b) Unapproved commercial users will be subject to a fine of five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

3.04 All other articles, chapters, sections, paragraphs, subsections, sentences, phrases, definitions and words are not amended but are hereby ratified and affirmed.

### **SECTION 4** **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

### **SECTION 5** **SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances or of any other ordinance affecting fee schedules, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

### **SECTION 6** **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

## **SECTION 7** **PENALTY**

7.01 It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

7.02 If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

## **SECTION 8** **PUBLICATION**

The Town Secretary of the Town of Hickory Creek is directed to publish in the official newspaper of the Town, the caption, penalty clause, and effective date of this Ordinance as required by law.

## **SECTION 9** **ENGROSSMENT AND ENROLLMENT**

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

## **SECTION 10** **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage in accordance with law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 20<sup>th</sup> day of June, 2017.

---

Lynn C. Clark, Mayor  
Town of Hickory Creek, Texas

ATTEST:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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Lance Vanzant, Town Attorney  
Town of Hickory Creek, Texas



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

Consider and act on an agreement between the Town of Hickory Creek and Flying and Floating Toys for use of Point Vista Park property.

## **AGREEMENT**

**THIS AGREEMENT** is by and between the Town of Hickory Creek (“Town”) and Flying and Floating Toys (“FFT”). (collectively the “Parties”), and is made and entered into this the 20th day of June, 2017.

### **WITNESSETH:**

**WHEREAS**, the Town is a Type A general law municipality, duly incorporated under the laws and Constitution of the State of Texas;

**WHEREAS**, FFT seeks to utilize certain parkland within the Town, which is under the control and supervision of the Town, more particularly described in Exhibit “A” attached hereto (the “Property”);

**WHEREAS**, the Town desires to enter into an Agreement with FFT in the interest of promoting local business and economic development;

**WHEREAS**, this Agreement is for the commercial operations of Flying and Floating Toys relating to the delivery of rental watercraft only to clients with prior paid reservations;

**WHEREAS**, no other business operations, transactions or solicitation of business is allowed;

**WHEREAS**, the Town may revoke this permit without notice to FFT in the event FFT violates any provision of this Agreement.

### **I.**

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing, and for other good and valuable consideration described herein, the Parties agree that FFT shall:

- 1.1 Obtain a permit related to the commercial use of boat ramps and payment of any applicable fees.
- 1.2 Provide the Town with proof of adequate commercial liability insurance coverage as is reasonable to commercial operation of a business.
- 1.3 Provide business name, Federal Tax Identification Number, State Tax Identification Number, business address, and business phone numbers to the Town. Any changes to this information must be provided to the Town within 5 business days.
- 1.4 Provide 24-hour emergency contact information to the Town.
- 1.5 Conduct any commercial operations in Point Vista Park only, unless prior written permission has been obtained from the Town. Any request for alternate locations must be submitted to the Town Administrator, or his designee, in writing, a minimum of 5 business days prior to the date requested.

- 1.6 Conduct operations during posted park hours only. There shall be no overnight storage of vehicles or equipment in the park, on its grounds, or on adjacent waters.
- 1.7 Launch all commercially owned equipment in an expedient manner and clear boat launch ramp for public use.
- 1.8 Dry dock all rental equipment at bank. There shall be no staging at courtesy dock before rental client's arrival.
- 1.9 Tie to courtesy dock for no more than 15 minutes to load client's personal supplies.
- 1.10 Communicate any and all operations instructions to clients while dry docked or during the initial rental transaction as to not tie up the courtesy dock for an extended period of time.
- 1.11 Not set up business operations in the park or on its grounds, other than the storage and delivery of rental equipment described above.
- 1.12 Not allow more than one piece of rental equipment to be tied to courtesy dock at any given time thereby allowing public access.
- 1.13 Not park vehicles and trailers in "no parking" areas blocking roadway or creating other hazards.
- 1.14 Register all tow vehicles and trailers with the Town and display a valid annual Park Pass. Unattached trailers shall be allowed with a valid annual Parking Pass, issued by the Town, provided such vehicles are stored in the designated area. Fees for all Passes shall be established by the Town Council.
- 1.15 Park all commercial vehicles or equipment at the farthest northwest end of the parking lot as directed by the Town.
- 1.16 Comply with all provisions of the Town of Hickory Creek's Code of Ordinances.

## **II. Term**

This Agreement shall commence on the date approved by the Town Council and shall terminate one (1) year from the date of approval. Any additional term(s) shall be at the sole discretion of the Town Council.

### III. Governmental Immunity

Should FFT violate any of the above-referenced obligations, the Town may revoke the permit granted herein without notice.

3.1 Town is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Town does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

### IV. General Provisions

4.1 **Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

4.2 **Choice of Law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas, United States of America.

4.3 **Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of FFT represents that he or she is authorized to sign on behalf of FFT and agrees to provide proof of such authorization to the Town upon request.

4.4 **Agreement read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.5 **Notice.** All notices and documents required herein shall be sent and provided to the Parties at the addresses and telephone numbers listed below.

**FFT:** Flying and Floating Toys  
1402 North Valley Parkway  
Lewisville, Texas 75077

With copies to: \_\_\_\_\_

**TOWN:** Office of the Town Manager  
Town of Hickory Creek  
1075 Ronald Reagan Avenue  
Hickory Creek, Texas 75065

With copies to: Lance Vanzant, Town Attorney  
Hayes, Berry, White & Vanzant, LLP  
512 W. Hickory, Suite 100  
Denton, Texas 76201  
866.580.1744 (Facsimile)



**TOWN OF HICKORY CREEK, TEXAS**

\_\_\_\_\_  
By: Lynn C. Clark, Mayor  
Town of Hickory Creek

**THE STATE OF TEXAS   §**  
  §  
**COUNTY OF DENTON   §**

Before me, \_\_\_\_\_ on this day, personally appeared Lynn C. Clark known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of June, 2017.

\_\_\_\_\_  
Notary Public, State of Texas



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

Discussion regarding current road and sidewalk projects.

No supporting documentation.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

Contract negotiations with the Town of Shady Shores for police services.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

F. Reconvene into Open Session:

Discussion and possible action regarding matters discussed in executive session.



## Town of Hickory Creek COUNCIL MEMORANDUM

Date: 06/20/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment